

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff))
PLAINTIFF,)
Vs)

(Defendant))
DEFENDANT.)

Case No. _____

SUMMONS

THE STATE OF NORTH DAKOTA TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED and required to appear and defend against the Complaint in this action, which is served upon you, by serving upon the undersigned an Answer or other proper response within twenty-one (21) days after the service of this Summons and Complaint upon you, exclusive of the day of service.

If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

NOTICE OF TEMPORARY RESTRAINING PROVISIONS

Under Rule 8.4 of the North Dakota Rules of Court, upon service of this Summons, you, and your spouse, are bound by the following restraints:

1. Neither spouse shall dispose of, sell, encumber, or otherwise dissipate any of the parties' assets, except:
 - a. For necessities of life or for the necessary generation of income or preservation of assets; or
 - b. For retaining counsel to carry on or to contest the proceeding.

If a spouse disposes of, sells, encumbers, or otherwise dissipates assets during the interim period, that spouse shall provide to the other spouse an accounting within thirty (30) days.

2. Neither spouse shall harass the other spouse.
3. All currently available insurance coverage must be maintained and continued without change in coverage or beneficiary designation.
4. Except for temporary periods, neither spouse may remove any of their minor children from North Dakota without the written consent of the other spouse or order of the court.

IF EITHER SPOUSE VIOLATES ANY OF THESE PROVISIONS, THAT SPOUSE MAY BE IN CONTEMPT OF COURT.

Dated this _____ day of _____, 20____

_____, Plaintiff
(Signature of Plaintiff)

(Printed Name of Plaintiff)

_____ (Address),

City of _____, North Dakota _____

Dated this _____ day of _____, 20____

Clerk of Court

READ BEFORE FILLING OUT THE COMPLAINT FORM

Divorce can have serious long-term legal and financial consequences. It is strongly recommended that you consult a lawyer and carefully consider all of your options. Only a lawyer who has agreed to represent you can give you legal advice and tell you about your options based on your circumstances.

This Complaint form is part of the *Divorce With An Agreement – With Children* forms packet. This Complaint form and the forms packet may be used if you answer “Yes” to ALL of the following:

- Both spouses are currently in communication with each other.
- Both spouses agree on all issues and there are no issues on which they disagree.
- One of the spouses has lived in North Dakota for the last six months.
- All of the minor children have lived in North Dakota with a spouse for at least the past 6 months (or since birth);

OR

Within the past 6 months, North Dakota was the home state of all of the minor children and one spouse still lives in North Dakota.

- This is the only legal action pending between the spouses regarding the marriage or the minor children.
- Neither spouse is currently in the military; ***OR*** one or both spouses are currently in the military but not deploying or deployed.
- There is no domestic violence protection order or disorderly conduct restraining order in effect regarding either spouse.

If you answered “No” to any of the above, you may not use this form or the forms packet.

Read the instructions for the forms packet and this form before filling out the Complaint. If you are unsure how to proceed, you should consult a lawyer.

The Complaint form must be filled out completely. If the Complaint form is not filled out completely and signed by the Plaintiff, the form may not be accepted by the clerk of court for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the action determines the form is incomplete, your case may be dismissed without granting a divorce.

Do not include this cover sheet when you serve or file the completed form.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.)

Case No. _____

COMPLAINT

1. Plaintiff is now, and for the entire 6 months immediately before the start of these proceedings, a resident of the State of North Dakota.

2. No separate proceeding for dissolution of marriage or legal separation has been started or is pending in the State of North Dakota or elsewhere.

3. The identifying information of Plaintiff and Defendant is as follows:

a. Plaintiff's full legal name is: _____.

Plaintiff's address is: _____.

Plaintiff's employer's name and address: _____.

Plaintiff's birth year: _____

Last 4 digits of Plaintiff's social security number: XXX-XX-_____

b. Defendant's full legal name is: _____.

Defendant's address is: _____.

Defendant's employer's name and address: _____.

Defendant's birth year: _____

Last 4 digits Defendant's social security number: XXX-XX-_____

4. Plaintiff and Defendant were married on the _____ day of _____, _____, at _____ (city), _____ (state) and ever since have been married.

5. (Choose one)

☐ Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of America or its allies.

OR

☐ Plaintiff/ ☐ Defendant (choose all that apply) is currently in the Armed Services of the United States of America or its allies but is not currently deployed or notified of deployment.

6. Irreconcilable differences have arisen between Plaintiff and Defendant making the continuation of the marriage impossible.

7. Plaintiff and Defendant have minor children together, namely:

a. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
Address: _____

b. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
Address: _____

c. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
Address: _____

☐ Additional sheets are attached. (Choose if applicable)

8. It is in the best interests of the minor child(ren) that residential responsibility is granted as follows: (choose one)

☐ Shared equally between the Plaintiff and the Defendant.

OR

☐ Primary residential responsibility granted to the Plaintiff, subject to the Defendant's reasonable parenting time.

OR

☐ Primary residential responsibility granted to the Defendant, subject to the Plaintiff's reasonable parenting time.

9. (Choose one)

☐ Plaintiff/ ☐ Defendant is not pregnant. (choose one)

OR

☐ Plaintiff/ ☐ Defendant is pregnant. (choose one) However, the ☐ Plaintiff/
☐ Defendant (choose one) is not the father, and the child is not at issue in this proceeding.

10. This Court has jurisdiction to determine parenting rights and responsibilities and decision making of the minor child(ren) pursuant to North Dakota Century Code Section 14-14.1-12 because: (choose one)

☐ The child(ren) has/have lived in North Dakota with a parent or person acting as a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent or person acting as a parent since their birth.

Name of parent or person acting as a parent: _____

Relationship to child(ren): _____

OR

☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota.

Name of parent residing in North Dakota: _____

11. This proceeding will affect the custody of the minor child(ren) of the marriage. The following information is required by North Dakota Century Code Section 14-14.1-20:

a. Within the past five (5) years, the child(ren) has/have lived at the following addresses:

Child's Initials	Address (street, city, state, zip code)	Date From	Date To

- b. The names and current addresses of the persons with whom the child(ren) has/have lived in the past five (5) years are as follows:

Child's Initials	Name of Person(s)	Current Address (street, city, state, zip code)

- c. *(Choose one)*

☐ Plaintiff has not participated, as a party or witness or in any other capacity, in any other proceeding concerning the custody of or visitation with the child(ren).

OR

☐ Plaintiff has participated in the following proceeding(s) concerning the child(ren) as a party or witness, or in another capacity concerning the custody of or visitation with the child(ren):

Name of Court	State	Case Number	Date of Determination

- d. *(Choose one)*

☐ Plaintiff does not know of any proceeding that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, adoptions, neglect, abuse, deprivation, guardianship, or paternity.

OR

☐ Plaintiff knows of the following proceeding(s) that could affect the current proceeding, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, adoptions, neglect, abuse, deprivation, guardianship, or paternity.

Name of Court	State	Case Number	Type of proceeding

e. *(Choose one)*

☐ Plaintiff does not know of any person who is not a party to this proceeding who has physical custody of the child(ren) or claims rights of legal custody or physical custody of, or visitation with, the child(ren).

OR

☐ Plaintiff knows of the following person(s) who is/are not a party to this proceeding who has physical custody of the child(ren) or claims rights of legal custody of physical custody of, or visitation with, the child(ren).

Name of Person(s)	Address (street, city, state, zip code)

☐ Additional sheets are attached. *(Choose if applicable)*

12. *(Choose one)*

☐ Plaintiff/ ☐ Defendant (choose one) is an able-bodied person and is able to contribute toward the support of the minor child(ren).

OR

☐ There is a child support order already in existence. The case number is _____.

13. The parties are owners of property, which should be divided by the Court and an equitable portion awarded to each party.

14. The parties have accumulated a certain amount of debt throughout the marriage, which should be divided, and an equitable portion assessed to each party.

15. Plaintiff wants to restore his or her name. ☐ Yes ☐ No *(Choose one)*

WHEREFORE, Plaintiff asks for judgment as follows:

16. The bonds of matrimony presently existing between Plaintiff and Defendant be wholly dissolved and that Plaintiff be granted an absolute decree of divorce from Defendant.

17. For residential responsibility and parenting time that serve the minor child(ren)'s best interests.

18. For child support obligations, if requested above, that serve the minor child(ren)'s best interests, including those related to traditional child support, dependent medical and dental insurance coverage, and contribution to the child(ren)'s uninsured dental and medical expenses.

19. For a fair and equitable division of the assets and liabilities accumulated and incurred by the parties.

20. For such further and additional relief as this Court may deem just and proper.

Dated this _____ day of _____, 20_____.

Signature of Plaintiff

Typed or Printed Name of Plaintiff

Address

_____, _____
City State Zip Code

(_____) _____
Telephone Number

VERIFICATION

_____, being first duly sworn on oath, deposes and says that I am the Plaintiff in the above-entitled action; that I have read the Complaint for divorce and know the contents thereof and that the same is true, except as to matters stated therein upon information and belief as to those matters I state that I believe them to be true.

Dated _____, 20____

(Plaintiff's Signature)

State of: _____

County of: _____

Signed and sworn to before me on _____, 20____ by

_____.

(Notary Public or Clerk of Court)

If Notary, by commission expires: _____

READ BEFORE FILLING OUT THE SETTLEMENT AGREEMENT FORM

Because divorce can have serious long-term legal and financial consequences, it is strongly recommended that you consult a lawyer and carefully consider all of your options before you start a divorce action. Only a lawyer who has agreed to represent you can give you legal advice and tell you about options based on your circumstances.

Both spouses must read and completely understand the Settlement Agreement before signing in the presence of a notary public or clerk of court.

This Settlement Agreement form is part of the “Divorce with Agreement – With Children” forms packet. The forms packet may be used if you answer “Yes” to all of the following:

- Both spouses are currently in communication with each other.
- Both spouses agree on all issues and there are no issues on which they disagree.
- The spouse listed as Plaintiff has lived in North Dakota for at least the past 6 months.
- All of the minor children of the marriage have lived in North Dakota with a parent for at least the past 6 months (or since birth);

OR

Within the past 6 months, North Dakota was the home state of all of the children of the marriage and one parent still lives in North Dakota.

- This is the only legal action pending between the spouses regarding this marriage.
- The grounds for the divorce are irreconcilable differences (no-fault by either party).
- There is no domestic violence protection order or disorderly conduct restraining order in effect regarding either spouse.

Read the instructions for the forms packet and the individual form before filling out the Settlement Agreement. If you are unsure how to proceed, you should consult a lawyer.

The Settlement Agreement form must be filled out completely. If the Settlement Agreement form is not filled out completely and signed by both spouses in the presence of a notary or clerk of court, the form may not be accepted for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the divorce determines the form is incomplete, your case may be dismissed without granting a divorce.

A note about retirement assets: If you decide to divide retirement assets, you will likely need an additional court order called a “Qualified Domestic Relations Order,” or QDRO, to make the division effective. A QDRO form is not available through the North Dakota Legal Self Help Center. It is strongly recommended that you hire a lawyer to prepare a QDRO. If both spouses keep their own retirement assets, or do not have retirement assets, a QDRO is not necessary.

A note about debts: If a spouse is ordered to pay a debt of the marriage and the spouse doesn’t pay, the creditor may still seek payment of the debt from the other spouse.

Do not include this cover sheet when you file the completed form.

IN DISTRICT COURT

JUDICIAL DISTRICT

SETTLEMENT AGREEMENT

2. Plaintiff, _____, is the ☐mother **OR** ☐father
(choose one) of the minor child(ren).

Address: _____
(street address)

(city, state, zip code)

Birth Year: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

Employer's Name and Address: _____

3. Defendant, _____, is the ☐mother **OR** ☐father
(choose one) of the minor child(ren).

Address: _____
(street address)

(city, state, zip code)

Birth Year: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

Employer's Name and Address: _____

4. Plaintiff and Defendant were married on _____ in the
City of _____, County of _____,
State of _____.

5. Plaintiff is now, and for the entire 6 months immediately before serving the Summons
and Complaint, a resident of the State of North Dakota.

6. That no decree, judgment or order of divorce, separation or annulment has been has
been granted to either party against the other in any Court of competent jurisdiction of North
Dakota or any other state, territory or country, and that there is no other action pending for
divorce by either party against the other in any Court.

7. (Choose one)

☐Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of
America or its allies.

OR

☐Plaintiff/ ☐Defendant (choose one) is currently in the Armed Services of the United States of
America or its allies but is not currently deployed or notified of deployment.

8. Irreconcilable differences have arisen between the Plaintiff and Defendant making the continuation of the marriage impossible.

9. No domestic violence protection order or disorderly conduct restraining order is in effect regarding either Plaintiff or Defendant.

10. This Settlement Agreement applies to the following minor child(ren) of the Plaintiff and Defendant:

a. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

b. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

c. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

☐ Additional sheets are attached. (*Choose if applicable*)

11. (*Choose one*)

☐ The child(ren) has/have lived in North Dakota with a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent since their birth. Name of parent(s) residing in North Dakota: _____.

OR

☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: _____.

12. (*Choose one*)

☐ Plaintiff/ ☐ Defendant is not pregnant. (*choose one*)

OR

☐ Plaintiff/ ☐ Defendant is pregnant. (*choose one*) However, the ☐ Plaintiff/ ☐ Defendant (*choose one*) is not the father, and the child is not at issue in this proceeding.

13. Child support: *(choose one)*

☐ There is a child support order already in existence. The case number is: _____.

OR

☐ There is no child support order already in existence.

14. Plaintiff has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other <i>(describe)</i>	\$

15. Defendant has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other <i>(describe)</i>	\$

16. Spousal support: *(choose one)*

☐ Neither Plaintiff nor Defendant needs spousal support.

OR

☐ Plaintiff/ ☐ Defendant *(choose one)* needs spousal support from ☐ Plaintiff/ ☐ Defendant *(choose one)*.

This is because ☐ Plaintiff/ ☐ Defendant *(choose one)* is _____ years of age, has been married to ☐ Plaintiff/ ☐ Defendant *(choose one)* for _____ years, has a monthly income totaling \$ _____, and because:

17. Real Property: (choose one)

☐ We do not own any real property.

OR

☐ The owner(s) of record of the real property is ☐ Plaintiff/ ☐ Defendant/ ☐ Both parties (choose one). The real property is located at (street address)_____.

The legal description of the property is: (NOT the street address – obtain the legal description from the Warranty Deed, Mortgage, Title Insurance, or the County Recorder)

_____.

This real property was purchased on _____, for \$_____.

Mortgages or loans against this real property total \$_____.

The market value of this real property is \$_____.

☐ Additional sheets are attached. (Choose if applicable)

18. Vehicles: (choose one)

☐ We do not own any vehicles.

OR

☐ We own the following vehicle(s):

Vehicle (include Year/Make/Model)	Name(s) on Title	Balance Owed	Monthly Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

☐ Additional sheets are attached. (Choose if applicable)

19. We jointly own personal property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

20. Retirement Plan(s): (choose one)

☐ We have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Our past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant.

OR (choose all that apply)

☐ Plaintiff or Plaintiff's past or present employer, union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Describe the plan(s): _____

_____.

☐ Defendant or Defendant's past or present employer, union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant. Describe the plan(s): _____

_____.

☐ Additional sheets are attached. (Choose if applicable)

21. Other Assets: (choose one)

☐ There are no financial or other assets of this marriage that are not otherwise included in this Settlement Agreement.

OR

☐ Plaintiff and Defendant have the following financial or other assets of this marriage that are not otherwise included in this Settlement Agreement:

Asset	Location	Account or Policy Number (last 4 digits)	Value
			\$
			\$
			\$
			\$
			\$

☐ Additional sheets are attached. (Choose if applicable)

22. Debts: (choose one)

☐ There are no debts of this marriage.

OR

☐ Plaintiff and Defendant have the following outstanding debts:

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

☐ Additional sheets are attached. (Choose if applicable)

23. Plaintiff wants to restore his or her name. ☐ Yes ☐ No

If YES, the new name is _____.

Plaintiff has no intent to defraud or mislead anyone by changing his/her name.

24. Defendant wants to restore his or her name. ☐ Yes ☐ No

If YES, the new name is _____.

Defendant has no intent to defraud or mislead anyone by changing his/her name.

STIPULATED TERMS FOR JUDGMENT

THE PARTIES STIPULATE AND AGREE that the following terms and provisions may, if approved by the court, be entered as the Judgment and Decree in the above-entitled case.

1. **JURISDICTION.** The parties stipulate that the District Court, _____ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, _____ County, North Dakota.

2. **DIVORCE AND COURT APPROVAL.** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code. As part of the proceedings in this matter, Plaintiff will submit this

Settlement Agreement to the above-entitled Court. If the divorce is not granted, the terms of this Settlement Agreement will not be of effect. If the Court does not approve this Settlement Agreement, the parties shall be advised and shall be given opportunity to appear and present argument, witnesses and testimony. If the Court approves this Settlement Agreement, and if the Court grants dissolution to Plaintiff herein, the terms of this Settlement Agreement shall be made a part of any Judgment issued by reference, whether or not each and every portion of this Settlement Agreement is literally set forth in the Judgment and Decree.

3. **PARENTAL RIGHTS AND RESPONSIBILITIES:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

- a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
- b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.
- c. The right to reasonable access to the child by written, telephonic, and electronic means.
- d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
- e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
- f. The duty to keep the other parent informed of the name and address of the school the child attends.

4. **PARENTING PLAN:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 4 through 18 of the Stipulated Terms for Judgment of this Settlement Agreement constitute the Parenting Plan.

5. **RESIDENTIAL RESPONSIBILITY AND PARENTING TIME:**

- a. It is in the best interests of the minor child(ren) that residential responsibility shall be: *(choose one)*
 - ☐ Shared equally between the Plaintiff and the Defendant.
 - ☐ Primary residential responsibility shall be with the Plaintiff. The Defendant shall have parenting time as agreed in the Parenting Time Schedule below.
 - ☐ Primary residential responsibility shall be with the Defendant. The Plaintiff shall have parenting time as agreed in the Parenting Time Schedule below.

b. The legal residence of the minor child(ren) for school attendance shall be: (*choose one*)

☐ The Plaintiff's place of residence.

☐ The Defendant's place of residence.

☐ _____
_____.

c. **Parenting Time Schedule:** We intend the following schedule to be the ongoing consistent parenting time schedule for the child(ren). We also recognize that there will be times when the schedule requires adaptation for the best interest of the child(ren). We intend the following schedule to be an attempt at consistency and stability for the children:

(P = Plaintiff, D = Defendant)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
P:	P:	P:	P:	P:	P:	P:
D:	D:	D:	D:	D:	D:	D:

Additional detail for Parenting Time Schedule:

_____.

d. **Alternate Schedules:** The above Parenting Time schedule will be the default "normal" schedule except as outlined below, or as modified by mutual agreement. The alternate schedules will be as follows: (*choose all that apply*)

☐ Summer Time: Summer Time is defined as:

_____.

The Summer Time alternate schedule will be:

_____.

☐ School Release Days: School Release Days are defined as:

_____.

The School Release Days alternate schedule will be:

☐ Summer Time/Schools Release Days with the other parent takes precedence over summer activities (such as sports), when the Parenting Time cannot be reasonably scheduled around such events.

☐ Vacation with Parents: Each parent shall have vacation with the child(ren) as follows:

☐ Additional changes to normal Parenting Time schedule will be:

- e. **Schedule for Holidays and Other Special Days:** The parenting schedule for the child(ren) for holidays and other special days is:

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
New Year's Day		
Martin Luther King Day		
President's Day		
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Teacher's Conferences		
Halloween		
Veteran's Day		

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
Thanksgiving Day		
Winter Break		
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

For purposes of the Holidays and Other Special Days parenting schedule, a holiday includes:

 _____.

- f. **Children's Activities During Parenting Time:** In order to promote the development of well-rounded healthy children, we both support the extracurricular activities of the children. We both agree that we will work together to ensure that the children's activities are not planned as to interfere with the relationship with either parent. We will inform each other of the children's extracurricular activities by:

 _____.

- g. **Timeliness:** If a parent is more than _____ minutes late to pick the children up for a visit, that visit will be canceled, or:

 _____.

- h. We agree that if either parent misses their parenting time for any reason, we will deal with the missed time as follows:

 _____.

- i. We agree that it would be upsetting for our children if a parent misses their parenting time and does not notify the other parent in advance. Except in extreme emergencies, we agree to notify the other parent that we will not be able to exercise our scheduled parenting time as follows:

_____.

- j. **Restrictions on Contact with the Children:** Until further order of the Court, the child's time with ☐Plaintiff/☐Defendant will be subject to the following conditions:

_____.

6. **LIMITATIONS ON RESIDENTIAL RESPONSIBILITY AND PARENTING TIME**

MODIFICATIONS: We understand and acknowledge that modifications to residential responsibility and parenting time in this Settlement Agreement and resulting judgment and decree shall be governed by North Dakota Century Code Section 14-09-06.6 and Uniform Child Custody Jurisdiction and Enforcement Act.

7. **DECISION MAKING RESPONSIBILITY:**

- a. **Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the children are in that parent's care.
- b. **Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the children while the children reside with that parent, except as provided below.
- c. **Daycare/Afterschool provider:** *(choose all that apply)*
- ☐When we reside in the same community, we agree to use the same daycare/afterschool provider.
- ☐To the extent feasible, we agree to rely on each other to care for the children when the other parent is unavailable.
- ☐Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
- ☐Daycare/afterschool provider will be designated by Plaintiff.
- ☐Daycare/afterschool provider will be designated by Defendant.
- ☐The children's daycare/afterschool provider is: _____

- d. **Education Decisions** will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- e. **Non-Emergency Health Care Decisions** will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- f. **Spiritual Development** decisions will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- g. **Both parents must consent** before any minor child will be permitted to: *(choose all that apply)*
 - ☐ Marry
 - ☐ Obtain a driver's license
 - ☐ Enlist in armed services
 - ☐ Get a tattoo
 - ☐ Have any body part pierced
 - ☐ _____

8. **RECORDS:** Both parents may have access to the children's medical, dental, and school records. Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the daycare, the school and related entities concerning the children. The children's daycare and school(s) must be notified of the split households and advised to send copies of the children's school documents, notices and related information to each parent. Both parents retain the right and shall notify and authorize the daycare, the school, and the children's doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the children's parent and as an emergency contact with the daycare, the school, and all health professionals unless directed by court order to the contrary. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the children. If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.

The parent who has medical insurance coverage on the children shall supply to the other parent an insurance card and, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the other parent is residing.

9. **COMMUNICATION BETWEEN PARENTS:** The parents shall communicate only in positive ways. The parents shall not make and shall not allow others to make derogatory remarks about the other parent in the child's presence.

10. **CHILDREN'S CLOTHING/PERSONAL ITEMS:** *(choose any or all that apply)*

☐ Each parent shall supply the appropriate children's clothing with them for their scheduled time with the other parent.

☐ Each parent shall supply appropriate clothing for the children to remain at that parent's home during parenting time.

☐ These clothes are to be considered the children's clothes and shall be returned clean (when reasonably possible) with the minor children by the other parent.

☐ The child shall leave personal items at each parent's home and shall not remove those items from that home.

☐ The child shall take personal items between each parent's home, and it is the responsibility of each parent to ensure that the personal items remain with the child.

☐ Both parents shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the children may be sent.

☐ In the winter, or cold months of the year, the children are required to have adequate boots, gloves, hats, and jackets to be provided by both parents.

☐ In the winter, or cold months of the year, each parent shall ensure that the children have appropriate winter clothing to wear, regardless of parenting time.

☐ _____

☐ _____

11. **NEITHER PARENT WILL PERMIT THE CHILD TO BE SUBJECTED TO:**

_____.

Violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan.

12. **TRANSPORTATION AND EXCHANGE ARRANGEMENTS:** *(choose any and all that apply)*

☐ When we live in the same community, the responsibility of picking up and returning the children should be shared with pickup at _____ and drop off at _____.

☐ Pick up at _____

☐ Drop off at _____

☐ Alternative Pick up/Drop off at _____

- ☐ A parent may not enter the residence of the other parent, except by express invitation by that parent, regardless of whether a visiting parent retains a property interest in the residence.
- ☐ The children shall be picked up and returned to the front entrance of the appropriate residence.
- ☐ The parent dropping off the children should not leave the premises until the children are safely inside.
- ☐ Parents should refrain from surprise visits to the other parent's home.
- ☐ A parent's time with the children is his or her own, and the children's time with that parent is equally private.
- ☐ Any change in pick up or drop off location will be determined by: _____.
- ☐ The person picking up or returning the children during times of parenting time has an obligation to be punctual, arriving at the agreed time and place, not substantially earlier or later.
- ☐ Other: _____.

13. **COMMUNICATION:** Communication between parents and children shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The children may, of course, communicate with either parent though at reasonable hours and frequencies and at the cost of the parent contacted, if there is a cost. During long vacations the parent with whom the child is on vacation should make the child available for contact _____. At all other times, the parent with whom the child is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child and the other parent.

14. **EXCHANGING INFORMATION:** Both parents shall notify the other parent in writing of any change in residence, telephone numbers, names and addresses of employers, changes in health insurance coverage for the children, and changes in health insurance available through employer which could cover the children.

15. **CHANGES TO PARENTING PLAN:** As parents we recognize that the parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, we will modify the parenting plan fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If we cannot agree, we will look to the dispute resolution provisions in this document, or bring the matter to a parenting coordinator. We also anticipate that at some point circumstances may fundamentally change, and agree that we will review the parenting plan upon the following events: *(choose any and all that apply.)*

- ☐ The oldest child reaches age ____.
- ☐ If either parent intends to move more than ____ miles from his or her current residence.
- ☐ In two years.
- ☐ After recommendation of the parenting coordinator.
- ☐ After recommendation of a professional (i.e. doctor, therapist, pastor).
- ☐ After arrest or criminal activity by one or both parties.
- ☐ Upon verified chemical abuse /relapse.
- ☐ Upon an agency or Court finding of child abuse or neglect by one or both parties.
- ☐ Upon a court finding of domestic violence by one or both parties.
- ☐ Prolonged lack of contact with the child.
- ☐ Other: _____
- ☐ The parents may change this plan by agreement, but all changes must be in writing, signed, and dated by both parents.

16. **OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD:** We agree that out of state relocation of the residence of the children shall be governed by North Dakota Century Code Section 14-09-07.

17. **DISPUTE RESOLUTION:**

- a. In the event the parties are unable to resolve their differences with regard to the parenting plan, disputes between the parties shall be submitted to: *(choose one)*
 - ☐ Counseling
 - ☐ Mediation
 - ☐ Other _____
- b. The cost of this process will be allocated between the parties as follows based on: *(choose one)*
 - ☐ Each parent shall pay one-half.
 - ☐ Each parent's proportional share of income from the child support worksheets.
 - ☐ As determined in the dispute resolution process.
 - ☐ _____
- c. A parent will begin the dispute resolution process by notifying the other parent by:
 - ☐ Written request
 - ☐ Certified mail
- d. In the dispute resolution process with regard to the parenting plan:
 - 1. Preference will be given to carrying out this Parenting Plan.
 - 2. Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

3. A written record will be prepared of any agreement reached in counseling or mediation and of each arbitration award and will be provided to each party.
4. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorneys' fees and financial sanctions to the other parent.

18. **COMPLIANCE:** After this parenting plan has been made a part of a court order or judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

19. **CHILD SUPPORT:**

- a. Pursuant to the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7, *(choose one)*

☐ A child support order already exists for the child(ren). The child support case number is _____. The existing child support payment amounts shall be incorporated into the judgment in this case. A copy of the child support order is attached.

☐ Plaintiff shall pay Defendant \$_____ per month as and for child support based on net monthly income of _____. Plaintiff's income was determined by *(explain)* _____
_____.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

☐ Defendant shall pay Plaintiff \$_____ per month as and for child support based on net monthly income of _____. Defendant's income was determined by *(explain)* _____
_____.

A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

☐ Plaintiff and Defendant have equal residential responsibility. Based on Plaintiff's net monthly income of \$_____ and child support obligation of \$_____, and Defendant's net monthly income of \$_____ and child support obligation of \$_____, child support amounts will be offset for payment purposes.

The lesser obligation of \$_____ owed by ☐ Plaintiff/ ☐ Defendant (*choose one*) will be subtracted from the greater obligation of \$_____ owed by ☐ Plaintiff/ ☐ Defendant (*choose one*). ☐ Plaintiff/ ☐ Defendant (*choose one*) shall pay the difference of \$_____ per month. A copy of the completed child support calculation forms that were used to calculate the child support obligation are attached.

If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

b. Deviation from child support calculator: (*choose one*)

☐ Does not apply. A child support order already exists for the child(ren)

☐ The child support amount listed in Paragraph 19(a) does not deviate from the child support calculator.

☐ The child support amount listed in Paragraph 19(a) deviates from the child support calculator. \$_____ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because: (*explain*) _____

and is in the best interests of the child(ren) because: (*explain*) _____

☐ Additional sheets are attached. (*Choose if applicable*)

c. Child support shall commence (*choose one*)

☐ As required by the existing child support order. The child support case number is _____.

☐ Before the 10th day of each month starting with the month after the judgment is entered.

d. The support obligation of ☐ Plaintiff/ ☐ Defendant (*choose one*) for the minor children shall continue (*choose one*)

☐ As required by the existing child support order. The child support case number is _____.

☐ Until the last day of the month in which the child reaches age eighteen (18), unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support shall file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 19(e), a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

e. Step-down child support obligation: (*choose one*)

☐ Does not apply. A child support order already exists for the child(ren).

☐ Does not apply. This Settlement Agreement applies to one minor child of Plaintiff and Defendant.

☐ Plaintiff and Defendant reserve the step-down child support obligation issue.

☐ Plaintiff and Defendant have _____ minor children together, to which this Settlement Agreement applies. The step-down child support obligation is:

After child support terminates for one child, ☐ Plaintiff/☐ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a second child.

After child support terminates for two children, ☐Plaintiff/ ☐Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a third child.

☐Additional sheets are attached. (*Choose if applicable*)

- f. Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.
- g. All child support payments shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280. A parent owing support may make payments by personal check until a check is returned for nonsufficient funds. After that, payments must be made by cash, money order, or certified check. Any child support payment made directly by the parent paying support to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.
- h. Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.
- i. Each party subject to this order shall provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:
 - Social Security number;
 - Home address, mailing address, and any change of address;
 - Telephone number;
 - Driver license number;
 - Employer's name, address, and telephone number; and
 - Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

20. **MEDICAL SUPPORT:**

- a. **Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) shall notify Child Support when the health insurance is obtained and shall include:

- Name of insurance company;
- Name of policyholder;
- Policy number; and
- Date insurance coverage started.

☐ Existing coverage (*choose if applicable*)

☐ Plaintiff/ ☐ Defendant (*choose one*) currently provides medical coverage of the minor child(ren) and shall continue to provide coverage as long as it is available at a reasonable cost.

- b. **Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff shall pay _____% and the Defendant shall pay _____%.

Plaintiff and Defendant shall exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a ☐ monthly ☐ quarterly ☐ annual basis (*choose one*). Reimbursement shall be made to the other party within _____ days.

If one party has made payment for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

21. **CHILDCARE COSTS:** Plaintiff and Defendant shall divide childcare costs in the following way: _____

_____.

22. **CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Each party shall execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(Choose one)

☐ For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

☐ The parent who provided health insurance coverage for the minor child for _____% or more of the tax year shall claim the child tax exemption for that child.

☐ Other: _____

 _____.

23. **SPOUSAL SUPPORT:** (choose one)

☐ Defendant shall pay to Plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Plaintiff shall pay to Defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Neither Plaintiff nor Defendant will be awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

24. **REAL PROPERTY:** (choose one)

☐ We do not own any real property.

OR

☐ The real property located at (street address) _____, and the legal description of the property is: (NOT the street address – obtain the legal description from the Warranty Deed, Mortgage, Title Insurance, or the County Recorder)

and should be distributed as follows: *(choose one)*

☐Plaintiff/ ☐Defendant *(choose one)* shall be awarded sole title and interest and subject to a mortgage or loan against the property in the amount of \$_____.

OR

☐*(Describe the distribution of the real property)* _____

☐Additional sheets are attached. *(Choose if applicable)*

25. **VEHICLES:** *(choose one)*

☐We do not own any vehicles.

OR

☐The vehicles shall be awarded to Plaintiff and Defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Vehicle <i>(include Year/Make/Model)</i>	Awarded to: (P = Plaintiff, D = Defendant)
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

☐Additional sheets are attached. *(Choose if applicable)*

26. **PERSONAL PROPERTY:** Plaintiff's and Defendant's personal property, including household goods, furniture, and all furnishings have already been divided to the parties' satisfaction.

- a. Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of Defendant, in and to the personal property in Plaintiff's possession.

- b. Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of Plaintiff, in and to the personal property in Defendant's possession.

27. **RETIREMENT PLAN(S):** *(choose one)*

☐ We have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Our past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant.

OR *(choose all that apply)*

☐ Plaintiff's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: _____

_____.

If Plaintiff's retirement plan is divided between Plaintiff and Defendant, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Plaintiff shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.

☐ Defendant's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: _____

_____.

If Defendant's retirement plan is divided between Defendant and Plaintiff, the proposed qualified domestic relations order (QDRO) is filed with this Settlement Agreement. We agree Defendant shall obtain the proposed QDRO. We understand that the court will not draft a QDRO document or an order including a QDRO.

☐ Additional sheets are attached. *(Choose if applicable)*

28. **OTHER ASSETS:** *(choose one)*

☐ There are no financial or other assets of this marriage that are not otherwise included in this Settlement Agreement.

OR

☐ The parties shall be awarded all rights, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy Number (last 4 digits)	Value	Awarded To: (P = Plaintiff, D = Defendant)
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D

☐Additional sheets are attached. *(Choose if applicable)*

29. DEBTS:

a. *(choose one)*

☐There are no debts of this marriage.

OR

☐Plaintiff's and Defendant's marital debts shall be divided as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed To:	To Be Paid By: (P = Plaintiff, D = Defendant)
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

☐Additional sheets are attached. *(Choose if applicable)*

- b. Except as otherwise expressly provided, any and all unpaid debts not otherwise included in this Settlement Agreement, incurred by the Plaintiff and Defendant during the course of their marriage shall be the responsibility of the person who incurred the debt.
- c. Plaintiff and Defendant shall not to contract any debt, charge or liability whatsoever for which the other or their property or estate shall or may become liable or answerable in the future.

30. **INCOME TAX RETURNS:** The parties agree to share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

Each party shall execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, shall supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

31. **REMARRIAGE:** *(choose one)*

☐ There shall be no restrictions on remarriage.

OR

☐ The parties agree that neither party shall remarry for a period of _____ days from the date of Entry of Judgment.

32. **FORMER NAME:** *(choose one)*

☐ Neither Plaintiff nor Defendant wants to restore his or her name.

OR

☐ Plaintiff/ ☐ Defendant *(choose one)*, presently known as _____ and year of birth _____, will be restored to his or her former name of " _____ " in any Judgment issued herein and will be known thereafter as _____.

33. **EXECUTION OF REQUIRED DOCUMENTS:** The parties shall, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

34. **FINALITY OF SETTLEMENT:** This Settlement Agreement is intended as a full, complete, final and conclusive settlement of all marital rights and all property rights between the parties.

35. **VALIDITY OF AGREEMENT:** This Settlement Agreement shall be binding upon the parties hereto with respect to the above-entitled action, or any other action between the parties and it is agreed that the material provisions of this Settlement Agreement shall be incorporated in and made a part of any judgment or decree entered into this action. If any provisions of this agreement are held to be invalid, unconscionable, or unenforceable, all the remaining provisions of this Settlement Agreement shall nevertheless continue in full force and effect.

36. **FULL DISCLOSURE AND RELIANCE:** Each party warrants to the other that there has been accurate, complete and current disclosure of all income, assets, and liabilities.

37. **ACKNOWLEDGMENT OF AGREEMENT:** The parties have read this Settlement Agreement, have given it serious thought and consideration, and understand its contents. The parties agree that this Settlement Agreement is fair, just, equitable, and in the best interests of the child(ren) under the circumstances, and it has been made in aid of an orderly and just determination of the marital rights, property settlement, and parental rights and responsibilities in this matter satisfactory to both parties. This Settlement Agreement is being entered into by the parties subsequent to the definite understanding between them that there can be no reconciliation.

38. **WAIVER OF COUNSEL:** The parties represent to the Court that each acknowledges the importance of consulting separate, independent legal counsel as well as a tax expert prior to the execution of this Settlement Agreement. The parties expressly waived that right and freely and voluntarily entered into this Settlement Agreement which became a basis for the order for judgment and judgment. **The parties acknowledge that this is a legal document and binding upon them.**

IN WITNESS WHEREOF, The parties hereto have signed this Settlement Agreement this _____ day of _____, 20____.

Plaintiff's Signature

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

On the _____ day of _____, 20____, before
me personally appeared _____,
known to me to be the same person described in and who executed the within and foregoing
instrument and acknowledged to me that (he) (she) executed the same.

Notary Public or Clerk of Court

Defendant's Signature

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

On the _____ day of _____, 20____, before
me personally appeared _____,
known to me to be the same person described in and who executed the within and foregoing
instrument and acknowledged to me that (he) (she) executed the same.

Notary Public or Clerk of Court

IN DISTRICT COURT

____ JUDICIAL DISTRICT

Case No. _____

CONFIDENTIAL
PROPERTY AND DEBT LISTING

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	\$

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	\$

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	\$

4. Retirement/Pensions:

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	\$

5. Vehicles/Watercraft:

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
	\$
Subtotal	\$

6. Household Goods/Personal Property:

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
Subtotal	\$

7. Debts:

Description	Agreed Upon Value
	\$
	\$
	\$
	\$
	\$
	\$
Subtotal	\$

8. **Summary:**

Real Estate Assets	\$
Business Farm Assets	\$
Financial Assets	\$
Retirement/Pensions	\$
Vehicles/Watercraft	\$
Household Goods/Personal Property	\$
Debts	\$

Subtotal \$ _____

Dated this _____ day of _____, 20____.

Signature of Plaintiff

Signed and sworn to before me on _____, 20____
by _____.

(Notary Public or Clerk of Court)

If Notary, by commission expires: _____

Signature of Defendant

Signed and sworn to before me on _____, 20____
by _____.

(Notary Public or Clerk of Court)

If Notary, by commission expires: _____

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

Case No. _____

CONFIDENTIAL INFORMATION FORM

FULL INFORMATION

REDACTED INFORMATION

PLAINTIFF:

Name: _____

Date of Birth: _____

Social Security #: _____

Year of Birth: _____

XXX-XX-_____

DEFENDANT:

Name: _____

Date of Birth: _____

Social Security #: _____

Year of Birth: _____

XXX-XX-_____

MINOR CHILD:

Name: _____

Date of Birth: _____

Social Security #: _____

Initials: _____

Year of Birth: _____

XXX-XX-_____

MINOR CHILD:

Name: _____

Date of Birth: _____

Social Security #: _____

Initials: _____

Year of Birth: _____

XXX-XX-_____

MINOR CHILD:

Name: _____

Date of Birth: _____

Social Security #: _____

Initials: _____

Year of Birth: _____

XXX-XX-_____

FULL INFORMATION

REDACTED INFORMATION

FINANCIAL ACCOUNT NUMBERS:

Name of Account: _____

Account Number: _____

Last 4 Digits: _____

Name of Account: _____

Account Number: _____

Last 4 Digits: _____

Name of Account: _____

Account Number: _____

Last 4 Digits: _____

Name of Account: _____

Account Number: _____

Last 4 Digits: _____

Name of Account: _____

Account Number: _____

Last 4 Digits: _____

Dated this _____ day of _____, 20_____

_____, Plaintiff
(Signature of Plaintiff)

_____, Defendant
(Signature of Defendant)

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

Case No. _____

ADMISSION OF SERVICE

I, _____,
hereby admit receipt of a copy of the Summons and Complaint for divorce for the above
entitled case on _____, 20____. I understand that this admission
merely acknowledges receipt of the papers; it does not admit or deny any of the statements
contained in the papers.

Signature of Defendant

Typed or Printed Name of Defendant

Address

City

State

Zip Code

(_____) _____
Telephone Number

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

Case No. _____

AFFIDAVIT OF PROOF FOR
STIPULATED JUDGMENT

I, _____,

the undersigned, being first sworn, on my oath state as follows:

1. I am the Plaintiff in the above entitled action.
2. I am presently a resident of the State of North Dakota, and have in good faith been a resident of the State of North Dakota for six (6) months preceding this action.
3. The Defendant and I were married to each other on _____ and have since that date remained spouses.
4. The Defendant and I have _____ minor child(ren) together. The initials and year of birth of each minor child is listed below:
Initials: _____ Year of Birth: _____
Initials: _____ Year of Birth: _____
Initials: _____ Year of Birth: _____
5. I am the ☐mother **OR** ☐father (*choose one*) of the minor child(ren).
6. The Defendant is the ☐mother **OR** ☐father (*choose one*) of the minor child(ren).

7. (Choose one)

☐The minor child(ren) has/have lived in North Dakota with ☐me **OR** ☐the Defendant (choose one) for at least six consecutive months, of since birth if less than six months old, immediately before the start of this proceeding.

OR

☐North Dakota was the home state of the minor child(ren) within six months of the start of this proceeding, and ☐I **OR** ☐the Defendant (choose one) continues to reside in North Dakota.

8. (Choose one)

☐Neither I nor the Defendant is currently in the Armed Services of the United States of America or its allies.

OR

☐I am / ☐the Defendant is (choose all that apply) currently in the Armed Services of the United States of America or its allies but not currently deployed or notified of deployment.

9. Irreconcilable differences exist between the Defendant and I, and these differences have made it impossible for us to continue our marriage.

10. The Defendant and I have entered into a Settlement Agreement regarding distribution of property, the allocation of debts, the issues of parenting responsibility, parenting time, and child support, and all other issues of the marriage and divorce. We believe the Settlement Agreement provides for a fair and equitable division of the property and debts incurred during the marriage, the parenting rights and responsibilities determinations are in the best interests of the child(ren), and makes other appropriate determinations.

11. I have reviewed a signed copy of the settlement agreement, know the Defendant's signature, and agree that it appears on the agreement, with notarization. My signature also appears on the agreement, and was subscribed before a ☐notary public **OR** ☐clerk of court.

12. I ask that the court adopt the Settlement Agreement as a full, complete, final and conclusive settlement of all issues pertaining to the dissolution of our marriage and that I be awarded a divorce incorporating the terms of the Settlement Agreement into the judgment.

Dated _____, 20____

(Plaintiff's Signature)

State of: _____

County of: _____

Signed and sworn to before me on _____, 20____ by

_____.

(Notary Public or Clerk of Court)

If Notary, my commission expires: _____

**READ BEFORE FILLING OUT THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND
ORDER FOR JUDGMENT (PROPOSED)**

Divorce can have serious long-term legal and financial consequences. It is strongly recommended that you consult a lawyer and carefully consider all of your options. Only a lawyer who has agreed to represent you can give you legal advice and tell you about your options based on your circumstances.

This Findings of Fact, Conclusions of Law and Order for Judgment form is part of the *Divorce With An Agreement – With Children* forms packet. This form and the forms packet may be used if you answer “Yes” to ALL of the following:

- Both spouses are currently in communication with each other.
- Both spouses agree on all issues and there are no issues on which they disagree.
- One of the spouses has lived in North Dakota for the last six months.
- All of the minor children have lived in North Dakota with a spouse for at least the past 6 months (or since birth);

OR

Within the past 6 months, North Dakota was the home state of all of the minor children and one spouse still lives in North Dakota.

- This is the only legal action pending between the spouses regarding the marriage or the minor children.
- Neither spouse is currently in the military; ***OR*** one or both spouses are currently in the military but not deploying or deployed.
- There is no domestic violence protection order or disorderly conduct restraining order in effect regarding either spouse.

If you answered “No” to any of the above, you may not use this form or the forms packet.

Read the instructions for the forms packet and this form before filling out the Findings of Fact, Conclusions of Law and Order for Judgment form. If you are unsure how to proceed, you should consult a lawyer.

The form must be filled out completely. If the form is not filled out completely, the form may not be accepted by the clerk of court for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the action determines the form is incomplete, your case may be dismissed without granting a divorce.

Do not include this cover sheet when you serve or file the completed form.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

)
)
) Case No. _____
)

) FINDINGS OF FACT, CONCLUSIONS OF LAW
) AND ORDER FOR JUDGMENT
)
)
)

The above-entitled proceeding came on duly for hearing before the above-named Court on the _____ day of _____, 20____, and was heard by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. Plaintiff ☐ did ☐ did not appear personally. Defendant ☐ did ☐ did not appear personally. A Settlement Agreement signed by both parties has been submitted to the Court.

After hearing all of the evidence adduced at said hearing and being fully advised in the premises, and being advised of the written Settlement Agreement of the parties and upon all the pleadings and proceedings, herein, the Court makes the following:

FINDINGS OF FACTS

1. The Summons and Complaint were personally served upon Defendant on _____ as indicated by the Admission of Service on file herein.
2. Plaintiff, _____, is the ☐ mother **OR** ☐ father (choose one) of the minor child(ren).

Address: _____
(street address)

(city, state, zip code)

Birth Year: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

Employer's Name and Address: _____

3. Defendant, _____, is the ☐mother **OR** ☐father
(choose one) of the minor child(ren).

Address: _____
(street address)

(city, state, zip code)

Birth Year: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

Employer's Name and Address: _____

4. Plaintiff and Defendant were married on _____ in the
City of _____, County of _____,
State of _____.

5. Plaintiff lived in North Dakota for the entire six (6) months prior to commencement of
this action or will have been a resident for six months prior to entry of judgment in this matter.

6. That no decree, judgment or order of divorce, separation or annulment has been has
been granted to either party against the other in any Court of competent jurisdiction of North
Dakota or any other state, territory or country, and that there is no other action pending for
divorce by either party against the other in any Court.

7. (Choose one)

☐Neither Plaintiff nor Defendant is currently in the Armed Services of the United States of
America or its allies.

OR

☐Plaintiff/ ☐Defendant (choose one) is currently in the Armed Services of the United States of
America or its allies but is not currently deployed or notified of deployment.

8. Irreconcilable differences have arisen between the Plaintiff and Defendant making the
continuation of the marriage impossible.

9. No domestic violence protection order or disorderly conduct restraining order is in
effect regarding either Plaintiff or Defendant.

10. The minor child(ren) of the Plaintiff and Defendant are as follows:

a. Minor Child's Initials: _____ Year of Birth: _____

Last 4 Digits of Social Security Number: XXX-XX-_____

State of Residence for Last 6 Months: _____

b. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
State of Residence for Last 6 Months: _____

c. Minor Child's Initials: _____ Year of Birth: _____
Last 4 Digits of Social Security Number: XXX-XX-_____
State of Residence for Last 6 Months: _____

☐ Additional sheets are attached. (*Choose if applicable*)

11. (*Choose one*)

☐ The child(ren) has/have lived in North Dakota with a parent for at least six consecutive months immediately before the start of this proceeding. If a child is less than six months old, the child has lived in North Dakota with a parent since their birth. Name of parent(s) residing in North Dakota: _____.

OR

☐ North Dakota was the home state of the child(ren) within six months of the start of this proceeding, and one parent continues to reside in North Dakota. Name of parent(s) residing in North Dakota: _____.

12. (*Choose one*)

☐ Plaintiff/ ☐ Defendant is not pregnant. (*choose one*)

OR

☐ Plaintiff/ ☐ Defendant is pregnant. (*choose one*) However, the ☐ Plaintiff/ ☐ Defendant (*choose one*) is not the father, and the child is not at issue in this proceeding.

13. Child support: (*choose one*)

☐ There is a child support order already in existence. The case number is: _____.

OR

☐ There is no child support order already in existence.

14. Plaintiff has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other (<i>describe</i>)	\$

15. Defendant has the following sources of monthly income:

Source	Amount
Employment	\$
Public Assistance	\$
Social Security Benefits	\$
Unemployment/Workers Compensation	\$
Interest/Dividend Income	\$
Other (<i>describe</i>)	\$

16. Spousal support: (*choose one*)

☐ Neither Plaintiff nor Defendant needs spousal support.

OR

☐ Plaintiff/ ☐ Defendant (*choose one*) needs spousal support from ☐ Plaintiff/ ☐ Defendant (*choose one*).

This is because ☐ Plaintiff/ ☐ Defendant (*choose one*) is _____ years of age, has been married to ☐ Plaintiff/ ☐ Defendant (*choose one*) for _____ years, has a monthly income totaling \$_____, and because:

_____.

17. Real Property: (*choose one*)

☐ Plaintiff and Defendant do not own any real property.

OR

☐ The owner(s) of record of the real property is ☐ Plaintiff/ ☐ Defendant/ ☐ Both parties (*choose one*). The real property is located at (*street address*)_____.

The legal description of the property is: (NOT the street address – obtain the legal description from the Warranty Deed, Mortgage, Title Insurance, or the County Recorder)

_____.

This real property was purchased on _____, for \$_____.

Mortgages or loans against this real property total \$_____.

The market value of this real property is \$_____.

☐ Additional sheets are attached. (*Choose if applicable*)

18. Vehicles: *(choose one)*

☐ Plaintiff and Defendant do not own any vehicles

OR

☐ Plaintiff and Defendant own the following vehicle(s):

Vehicle (include Year/Make/Model)	Name(s) on Title	Balance Owed	Monthly Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

☐ Additional sheets are attached. *(Choose if applicable)*

19. Plaintiff and Defendant own personal property, including household goods, furniture, and furnishings, all of which property has been divided to the parties' satisfaction.

20. Retirement Plan(s): *(choose one)*

☐ Plaintiff and Defendant have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Plaintiff's and Defendant's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant.

OR *(choose all that apply)*

☐ Plaintiff or Plaintiff's past or present employer, union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff. Describe the plan(s): _____

_____.

☐ Defendant or Defendant's past or present employer, union or other group pays or has paid money into a pension, profit-sharing plan, IRA or other retirement plan for Defendant.

Describe the plan(s): _____

_____.

☐ Additional sheets are attached. *(Choose if applicable)*

21. Other Assets: (choose one)

☐ There are no financial or other assets of this marriage.

OR

☐ Plaintiff and Defendant have the following financial or other assets of this marriage:

Asset	Location	Account or Policy Number (last 4 digits)	Value
			\$
			\$
			\$
			\$
			\$

☐ Additional sheets are attached. (*Choose if applicable*)

22. Debts: (*choose one*)

☐ There are no debts of this marriage.

OR

☐ Plaintiff and Defendant have the following outstanding debts:

Debt Owed To	Purpose of Debt	Debt Incurred By	Balance Owed	Monthly Payment
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

☐ Additional sheets are attached. (*Choose if applicable*)

23. Plaintiff wants to restore his or her name. ☐Yes ☐No

If YES, the new name is _____.

Plaintiff has no intent to defraud or mislead anyone by changing his/her name.

24. Defendant wants to restore his or her name. ☐Yes ☐No

If YES, the new name is _____.

Defendant has no intent to defraud or mislead anyone by changing his/her name.

FROM THE ABOVE AND FOREGOING, the Court now makes and enters the following:

CONCLUSIONS OF LAW

1. **JURISDICTION.** The District Court, _____ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, _____ County, North Dakota.

2. **DIVORCE AND COURT APPROVAL.** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.

3. **PARENTAL RIGHTS AND RESPONSIBILITIES:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:

- a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
- b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.
- c. The right to reasonable access to the child by written, telephonic, and electronic means.
- d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
- e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
- f. The duty to keep the other parent informed of the name and address of the school the child attends.

4. **PARENTING PLAN:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 4 through 18 constitute the Parenting Plan.

5. **RESIDENTIAL RESPONSIBILITY AND PARENTING TIME:**

a. It is in the best interests of the minor child(ren) that residential responsibility shall be: *(choose one)*

☐ Shared equally between the Plaintiff and the Defendant.

☐ Primary residential responsibility shall be with the Plaintiff. The Defendant shall have parenting time as agreed in the Parenting Time Schedule below.

☐ Primary residential responsibility shall be with the Defendant. The Plaintiff shall have parenting time as agreed in the Parenting Time Schedule below.

b. The legal residence of the minor child(ren) for school attendance shall be: *(choose one)*

☐ The Plaintiff's place of residence.

☐ The Defendant's place of residence.

☐ _____
_____.

c. **Parenting Time Schedule:** The following schedule to be the ongoing consistent parenting time schedule for the child(ren). Plaintiff and Defendant recognize that there will be times when the schedule requires adaptation for the best interest of the child(ren). Plaintiff and Defendant intend the following schedule to be an attempt at consistency and stability for the child(ren):

(P = Plaintiff, D = Defendant)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
P:	P:	P:	P:	P:	P:	P:
D:	D:	D:	D:	D:	D:	D:

Additional detail for Parenting Time Schedule:

_____.

- d. **Alternate Schedules:** The above Parenting Time schedule will be the default “normal” schedule except as outlined below, or as modified by mutual agreement. The alternate schedules will be as follows: (*choose all that apply*)

☐ Summer Time: Summer Time is defined as:

_____.

The Summer Time alternate schedule will be:

_____.

☐ School Release Days: School Release Days are defined as:

_____.

The School Release Days alternate schedule will be:

_____.

☐ Summer Time/Schools Release Days with the other parent takes precedence over summer activities (such as sports), when the Parenting Time cannot be reasonably scheduled around such events.

☐ Vacation with Parents: Each parent shall have vacation with the child(ren) as follows:

_____.

☐ Additional changes to normal Parenting Time schedule will be:

_____.

- e. **Schedule for Holidays and Other Special Days:** The parenting schedule for the child(ren) for holidays and other special days is:

	With Plaintiff (<i>Odd, Even, Every Year, or Regular Parenting Time</i>)	With Defendant (<i>Odd, Even, Every Year, or Regular Parenting Time</i>)
New Year's Day		
Martin Luther King Day		

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
President's Day		
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Teacher's Conferences		
Halloween		
Veteran's Day		
Thanksgiving Day		
Winter Break		
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

For purposes of the Holidays and Other Special Days parenting schedule, a holiday includes:

- f. **Child(ren)'s Activities During Parenting Time:** In order to promote the development of well-rounded healthy children, Plaintiff and Defendant support the extracurricular activities of the children. Plaintiff and Defendant will work together to ensure that the child(ren)'s activities are not planned as to interfere with the relationship with either parent. Plaintiff and Defendant will inform each other of the child(ren)'s extracurricular activities by:

_____.

- g. **Timeliness:** If a parent is more than _____ minutes late to pick the child(ren) up for a visit, that visit will be canceled, or:

_____.

- h. If either parent misses their parenting time for any reason, Plaintiff and Defendant will deal with the missed time as follows:

_____.

- i. Plaintiff and Defendant agree that it would be upsetting for the child(ren) if a parent misses their parenting time and does not notify the other parent in advance. Except in extreme emergencies, Plaintiff and Defendant will notify the other parent that they will not be able to exercise their scheduled parenting time as follows:

_____.

- j. **Restrictions on Contact with the Child(ren):** Until further order of the Court, the child(ren)'s time with ☐Plaintiff/☐Defendant will be subject to the following conditions:

_____.

6. **LIMITATIONS ON RESIDENTIAL RESPONSIBILITY AND PARENTING TIME**

MODIFICATIONS: Modifications to residential responsibility and parenting time shall be governed by North Dakota Century Code Section 14-09-06.6 and Uniform Child Custody Jurisdiction and Enforcement Act.

7. **DECISION MAKING RESPONSIBILITY:**

- a. **Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the child(ren) are in that parent's care.
- b. **Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the child(ren) while the child(ren) reside with that parent, except as provided below.
- c. **Daycare/Afterschool provider:** *(choose all that apply)*
 - ☐ When Plaintiff and Defendant reside in the same community, they will use the same daycare/afterschool provider.
 - ☐ To the extent feasible, Plaintiff and Defendant will rely on each other to care for the child(ren) when the other parent is unavailable.
 - ☐ Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
 - ☐ Daycare/afterschool provider will be designated by Plaintiff.
 - ☐ Daycare/afterschool provider will be designated by Defendant.
 - ☐ The children's daycare/afterschool provider is: _____
- d. **Education Decisions** will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- e. **Non-Emergency Health Care Decisions** will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- f. **Spiritual Development** decisions will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- g. **Both parents must consent** before any minor child will be permitted to: *(choose all that apply)*
 - ☐ Marry
 - ☐ Obtain a driver's license
 - ☐ Enlist in armed services
 - ☐ Get a tattoo
 - ☐ Have any body part pierced



8. **RECORDS:** Both parents may have access to the child(ren)'s medical, dental, and school records. Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the daycare, the school and related entities concerning the child(ren). The child(ren)'s daycare and school(s) must be notified of the split households and advised to send copies of the child(ren)'s school documents, notices and related information to each parent. Both parents retain the right and shall notify and authorize the daycare, the school, and the child(ren)'s doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the child(ren)'s parent and as an emergency contact with the daycare, the school, and all health professionals unless directed by court order to the contrary. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the child(ren). If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.

The parent who has medical insurance coverage on the child(ren) shall supply to the other parent an insurance card and, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the other parent is residing.

9. **COMMUNICATION BETWEEN PARENTS:** The parents shall communicate only in positive ways. The parents shall not make and shall not allow others to make derogatory remarks about the other parent in the child(ren)'s presence.

10. **CHILD(REN)'S CLOTHING/PERSONAL ITEMS:** *(choose any or all that apply)*

☐ Each parent shall supply the appropriate child(ren)'s clothing with them for their scheduled time with the other parent.

☐ Each parent shall supply appropriate clothing for the child(ren) to remain at that parent's home during parenting time.

☐ These clothes are to be considered the child(ren)'s clothes and shall be returned clean (when reasonably possible) with the minor child(ren) by the other parent.

☐ The child(ren) shall leave personal items at each parent's home and shall not remove those items from that home.

☐ The child(ren) shall take personal items between each parent's home, and it is the responsibility of each parent to ensure that the personal items remain with the child(ren).

☐ Both parents shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the child(ren) may be sent.

☐ In the winter, or cold months of the year, the child(ren) are required to have adequate boots, gloves, hats, and jackets to be provided by both parents.

☐ In the winter, or cold months of the year, each parent shall ensure that the child(ren) have appropriate winter clothing to wear, regardless of parenting time.

☐ _____

☐ _____

11. NEITHER PARENT WILL PERMIT THE CHILD(REN) TO BE SUBJECTED TO:

_____.

Violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan.

12. TRANSPORTATION AND EXCHANGE ARRANGEMENTS: *(choose any and all that apply)*

☐ When Plaintiff and Defendant live in the same community, the responsibility of picking up and returning the child(ren) should be shared with pickup at _____ and drop off at _____.

☐ Pick up at _____

☐ Drop off at _____

☐ Alternative Pick up/Drop off at _____

☐ A parent may not enter the residence of the other parent, except by express invitation by that parent, regardless of whether a visiting parent retains a property interest in the residence.

☐ The child(ren) shall be picked up and returned to the front entrance of the appropriate residence.

☐ The parent dropping off the child(ren) should not leave the premises until the child(ren) are safely inside.

☐ Parents should refrain from surprise visits to the other parent's home.

☐ A parent's time with the child(ren) is his or her own, and the child(ren)'s time with that parent is equally private.

☐ Any change in pick up or drop off location will be determined by: _____

_____.

☐ The person picking up or returning the child(ren) during times of parenting time has an obligation to be punctual, arriving at the agreed time and place, not substantially earlier or later.

☐ Other: _____

_____.

13. **COMMUNICATION:** Communication between parents and child(ren) shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The child(ren) may, of course, communicate with either parent though at reasonable hours and frequencies and at the cost of the parent contacted, if there is a cost. During long vacations the parent with whom the child is on vacation should make the child(ren) available for contact

_____. At all other times, the parent with whom the child(ren) is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child(ren) and the other parent.

14. **EXCHANGING INFORMATION:** Both parents shall notify the other parent in writing of any change in residence, telephone numbers, names and addresses of employers, changes in health insurance coverage for the child(ren), and changes in health insurance available through employer which could cover the child(ren).

15. **CHANGES TO PARENTING PLAN:** The parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, Plaintiff and Defendant will modify the parenting plan fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If Plaintiff and Defendant cannot agree, Plaintiff and Defendant will look to the dispute resolution provisions in this document, or bring the matter to a parenting coordinator. Plaintiff and Defendant will review the parenting plan upon the following events: *(choose any and all that apply.)*

☐ The oldest child reaches age _____.

☐ If either parent intends to move more than _____ miles from his or her current residence.

☐ In two years.

☐ After recommendation of the parenting coordinator.

☐ After recommendation of a professional (i.e. doctor, therapist, pastor).

☐ After arrest or criminal activity by one or both parties.

☐ Upon verified chemical abuse /relapse.

☐ Upon an agency or Court finding of child abuse or neglect by one or both parties.

☐ Upon a court finding of domestic violence by one or both parties.

☐ Prolonged lack of contact with the child.

☐ Other: _____

☐ The parents may change this plan by agreement, but all changes must be in writing, signed, and dated by both parents.

16. **OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD(REN):** Out of state relocation of the residence of the child(ren) shall be governed by North Dakota Century Code Section 14-09-07.

17. **DISPUTE RESOLUTION:**

- a. Disputes between the parties shall be submitted to: (*choose one*)
 - ☐ Counseling
 - ☐ Mediation
 - ☐ Other _____
- b. The cost of this process will be allocated between the parties as follows based on: (*choose one*)
 - ☐ Each parent shall pay one-half.
 - ☐ Each parent's proportional share of income from the child support worksheets.
 - ☐ As determined in the dispute resolution process.
 - ☐ _____
- c. A parent will begin the dispute resolution process by notifying the other parent by:
 - ☐ Written request
 - ☐ Certified mail
- d. In the dispute resolution process with regard to the parenting plan:
 - 1. Preference will be given to carrying out this Parenting Plan.
 - 2. Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.
 - 3. A written record will be prepared of any agreement reached in counseling or mediation and of each arbitration award and will be provided to each party.
 - 4. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorneys' fees and financial sanctions to the other parent.

18. **COMPLIANCE:** After this parenting plan has been made a part of a court order or judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

19. **CHILD SUPPORT:**

- a. Pursuant to the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7, *(choose one)*

☐ A child support order already exists for the child(ren). The child support case number is _____. The existing child support payment amounts shall be incorporated into the judgment in this case.

☐ Plaintiff shall pay Defendant \$_____ per month as and for child support based on net monthly income of _____. Plaintiff's income was determined by *(explain)* _____.

☐ Defendant shall pay Plaintiff \$_____ per month as and for child support based on net monthly income of _____. Defendant's income was determined by *(explain)* _____.

☐ Plaintiff and Defendant have equal residential responsibility. Based on Plaintiff's net monthly income of \$_____ and child support obligation of \$_____, and Defendant's net monthly income of \$_____ and child support obligation of \$_____, child support amounts will be offset for payment purposes.

The lesser obligation of \$_____ owed by ☐ Plaintiff/ ☐ Defendant *(choose one)* will be subtracted from the greater obligation of \$_____ owed by ☐ Plaintiff/ ☐ Defendant *(choose one)*. ☐ Plaintiff/ ☐ Defendant *(choose one)* shall pay the difference of \$_____ per month.

If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

- b. Deviation from child support calculator: *(choose one)*

☐ Does not apply. A child support order already exists for the child(ren)

☐ The child support amount listed in Paragraph 19(a) does not deviate from the child support calculator.

☐The child support amount listed in Paragraph 19(a) deviates from the child support calculator. \$_____ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because: *(explain)*

and is in the best interests of the child(ren) because *(explain)*

_____.

☐Additional sheets are attached. *(Choose if applicable)*

c. Child support shall commence *(choose one)*

☐As required by the existing child support order. The child support case number is _____.

☐Before the 10th day of each month starting with the month after the judgment is entered.

d. The support obligation of ☐Plaintiff/ ☐Defendant *(choose one)* for the minor children shall continue *(choose one)*

☐As required by the existing child support order. The child support case number is _____.

☐Until the last day of the month in which the child reaches age eighteen (18), unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support shall file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 19(e), a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

e. Step-down child support obligation: *(choose one)*

☐Does not apply. A child support order already exists for the child(ren).

☐Does not apply. This Settlement Agreement applies to one minor child of Plaintiff and Defendant.

☐ Plaintiff and Defendant reserve the step-down child support obligation issue.

☐ Plaintiff and Defendant have _____ minor children together, to which this Settlement Agreement applies. The step-down child support obligation is:

After child support terminates for one child, ☐ Plaintiff/☐ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a second child.

After child support terminates for two children, ☐ Plaintiff/☐ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a third child.

☐ Additional sheets are attached. (*Choose if applicable*)

- f. Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.
- g. All child support payments shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280. A parent owing support may make payments by personal check until a check is returned for nonsufficient funds. After that, payments must be made by case, money order, or certified check. Any child support payment made directly by the parent paying support to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.
- h. Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.
- i. Each party subject to this order shall provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:
 - Social Security number;
 - Home address, mailing address, and any change of address;
 - Telephone number;
 - Driver license number;

- Employer's name, address, and telephone number; and
- Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

20. **MEDICAL SUPPORT:**

- a. **Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) shall notify Child Support when the health insurance is obtained and shall include:

- Name of insurance company;
- Name of policyholder;
- Policy number; and
- Date insurance coverage started.

☐ Existing coverage (*choose if applicable*)

☐ Plaintiff/ ☐ Defendant (*choose one*) currently provides medical coverage of the minor child(ren) and shall continue to provide coverage as long as it is available at a reasonable cost.

- b. **Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff shall pay _____% and the Defendant shall pay _____%.

Plaintiff and Defendant shall exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a ☐ monthly ☐ quarterly ☐ annual basis (*choose one*). Reimbursement shall be made to the other party within _____ days.

If one party has made payment for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

21. **CHILDCARE COSTS:** Plaintiff and Defendant shall divide childcare costs in the following way: _____

 _____.

22. **CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Each party shall execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(Choose one)

☐ For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)

Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

☐ The parent who provided health insurance coverage for the minor child for _____% or more of the tax year shall claim the child tax exemption for that child.

☐ Other: _____

 _____.

23. **SPOUSAL SUPPORT:** (choose one)

☐ Defendant shall pay to Plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Plaintiff shall pay to Defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Neither Plaintiff nor Defendant are awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

24. **REAL PROPERTY:** *(choose one)*

☐ Plaintiff and Defendant do not own any real property.

OR

☐ The real property located at *(street address)* _____, and the legal description of the property is: *(NOT the street address – obtain the legal description from the Warranty Deed, Mortgage, Title Insurance, or the County Recorder)*

and shall be distributed as follows: *(choose one)*

☐ Plaintiff/ ☐ Defendant *(choose one)* shall be awarded sole title and interest and subject to a mortgage or loan against the property in the amount of \$ _____.

OR

☐ *(Describe the distribution of the real property)* _____

☐ Additional sheets are attached. *(Choose if applicable)*

25. **VEHICLES:** *(choose one)*

☐ Plaintiff and Defendant do not own any vehicles.

OR

☐ The vehicles shall be awarded to Plaintiff and Defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Vehicle <i>(include Year/Make/Model)</i>	Awarded to: (P = Plaintiff, D = Defendant)
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

☐Additional sheets are attached. *(Choose if applicable)*

26. **PERSONAL PROPERTY:** Plaintiff's and Defendant's personal property, including household goods, furniture, and all furnishings have already been divided to the parties' satisfaction.

- a. Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of Defendant, in and to the personal property in Plaintiff's possession.
- b. Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of Plaintiff, in and to the personal property in Defendant's possession.

27. **RETIREMENT PLAN(S):** *(choose one)*

☐ Plaintiff and Defendant have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Plaintiff's and Defendant's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant.

OR *(choose all that apply)*

☐ Plaintiff's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: _____

_____.
_____.

☐ *(choose if applicable)* Plaintiff's retirement plan is divided between Plaintiff and Defendant. The Plaintiff's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

☐ Defendant's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: _____

_____.
_____.

☐ *(choose if applicable)* Defendant's retirement plan is divided between Plaintiff and Defendant. The Defendant's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

☐Additional sheets are attached. *(Choose if applicable)*

28. **OTHER ASSETS:** *(choose one)*

☐ There are no financial or other assets of this marriage.

OR

☐ The parties shall be awarded all rights, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy Number (last 4 digits)	Value	Awarded To: (P = Plaintiff, D = Defendant)
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D

☐ Additional sheets are attached. *(Choose if applicable)*

29. **DEBTS:**

a. *(choose one)*

☐ There are no debts of this marriage.

OR

☐ Plaintiff's and Defendant's marital debts shall be divided as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed To:	To Be Paid By: (P = Plaintiff, D = Defendant)
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

☐ Additional sheets are attached. *(Choose if applicable)*

- b. Except as otherwise expressly provided, any and all unpaid debts incurred by the Plaintiff and Defendant during the course of their marriage shall be the responsibility of the person who incurred the debt.
- c. Plaintiff and Defendant shall not to contract any debt, charge or liability whatsoever for which the other or their property or estate shall or may become liable or answerable in the future.

30. **INCOME TAX RETURNS:** The parties shall share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

Each party shall execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, shall supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

31. **REMARriage:** *(choose one)*

☐ There shall be no restrictions on remarriage.

OR

☐ Neither Plaintiff nor Defendant shall remarry for a period of _____ days from the date of Entry of Judgment.

32. **FORMER NAME:** *(choose one)*

☐ Neither Plaintiff nor Defendant wants to restore his or her name.

OR

☐ Plaintiff/ ☐ Defendant *(choose one)*, presently known as _____ and year of birth _____, shall be restored to his or her former name of " _____ " in any Judgment issued herein and shall be known thereafter as _____.

33. **EXECUTION OF REQUIRED DOCUMENTS:** The parties shall, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

34. **WAIVER OF COUNSEL: The parties acknowledged that each has the right to be represented by a lawyer of his or her choice.** The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

ORDER FOR JUDGMENT

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated on _____, 20_____.

(Judge/Judicial Referee of District Court)

Civil No. _____

READ BEFORE FILLING OUT THE JUDGMENT (PROPOSED)

Divorce can have serious long-term legal and financial consequences. It is strongly recommended that you consult a lawyer and carefully consider all of your options. Only a lawyer who has agreed to represent you can give you legal advice and tell you about your options based on your circumstances.

This Judgment form is part of the *Divorce With An Agreement – With Children* forms packet. This form and the forms packet may be used if you answer “Yes” to ALL of the following:

- Both spouses are currently in communication with each other.
- Both spouses agree on all issues and there are no issues on which they disagree.
- One of the spouses has lived in North Dakota for the last six months.
- All of the minor children have lived in North Dakota with a spouse for at least the past 6 months (or since birth);

OR

Within the past 6 months, North Dakota was the home state of all of the minor children and one spouse still lives in North Dakota.

- This is the only legal action pending between the spouses regarding the marriage or the minor children.
- Neither spouse is currently in the military; ***OR*** one or both spouses are currently in the military but not deploying or deployed.
- There is no domestic violence protection order or disorderly conduct restraining order in effect regarding either spouse.

If you answered “No” to any of the above, you may not use this form or the forms packet.

Read the instructions for the forms packet and this form before filling out the Judgment form. If you are unsure how to proceed, you should consult a lawyer.

The form must be filled out completely. If the form is not filled out completely, the form may not be accepted by the clerk of court for filing.

If the form is accepted for filing, but the judge or judicial referee assigned to the action determines the form is incomplete, your case may be dismissed without granting a divorce.

Do not include this cover sheet when you serve or file the completed form.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

Case No. _____

JUDGMENT

The above-entitled proceeding came on duly for hearing before the above-named Court on the _____ day of _____, 20____, and was heard by the Honorable _____ District Judge, in the District Court, _____ County, North Dakota. Plaintiff ☐ did ☐ did not appear personally. Defendant ☐ did ☐ did not appear personally. The Court having reviewed the Settlement Agreement executed by both parties, and being fully advised in the premises, and having made its Findings of Fact, Conclusions of Law and Order for Judgment herein:

IT IS HEREBY ORDERED AND ADJUDGED AND DECREED AS FOLLOWS:

1. **JURISDICTION.** The District Court, _____ County, North Dakota, has jurisdiction over the parties and subject matter of the present action and that the proper venue of this action is in the District Court, _____ County, North Dakota.
2. **DIVORCE AND COURT APPROVAL.** The Plaintiff is awarded an absolute Decree of Divorce on the grounds of irreconcilable differences, all in accordance with the provisions of the North Dakota Century Code.
3. **PARENTAL RIGHTS AND RESPONSIBILITIES:** The parties shall have the parental rights and responsibilities as set forth in North Dakota Century Code Section 14-09-32, which are as follows:
 - a. The right to access and obtain copies of the child's educational, medical, dental, religious, insurance, and other records or information.
 - b. The right to attend educational conferences concerning the child. This right does not require any school to hold a separate conference with each parent.

- c. The right to reasonable access to the child by written, telephonic, and electronic means.
- d. The duty to inform the other parent as soon as reasonably possible of a serious accident or serious illness for which the child receives health care treatment. The parent shall provide to the other parent a description of the serious accident or serious illness, the time of the serious accident or serious illness, and the name and location of the treating health care provider.
- e. The duty to immediately inform the other parent of residential telephone numbers and address, and any changes to the same.
- f. The duty to keep the other parent informed of the name and address of the school the child attends.

4. **PARENTING PLAN:** Pursuant to N.D.C.C. § 14-09-30, Paragraphs 4 through 18 constitute the Parenting Plan.

5. **RESIDENTIAL RESPONSIBILITY AND PARENTING TIME:**

- a. It is in the best interests of the minor child(ren) that residential responsibility shall be: *(choose one)*

☐ Shared equally between the Plaintiff and the Defendant.

☐ Primary residential responsibility shall be with the Plaintiff. The Defendant shall have parenting time as agreed in the Parenting Time Schedule below.

☐ Primary residential responsibility shall be with the Defendant. The Plaintiff shall have parenting time as agreed in the Parenting Time Schedule below.

- b. The legal residence of the minor child(ren) for school attendance shall be: *(choose one)*

☐ The Plaintiff's place of residence.

☐ The Defendant's place of residence.

☐ _____
_____.

- c. **Parenting Time Schedule:** The following schedule to be the ongoing consistent parenting time schedule for the child(ren). Plaintiff and Defendant recognize that there will be times when the schedule requires adaptation for the best interest of the child(ren). Plaintiff and Defendant intend the following schedule to be an attempt at consistency and stability for the child(ren):

(P = Plaintiff, D = Defendant)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
P:	P:	P:	P:	P:	P:	P:
D:	D:	D:	D:	D:	D:	D:

Additional detail for Parenting Time Schedule:

- d. **Alternate Schedules:** The above Parenting Time schedule will be the default “normal” schedule except as outlined below, or as modified by mutual agreement. The alternate schedules will be as follows: (*choose all that apply*)

☐ Summer Time: Summer Time is defined as:

The Summer Time alternate schedule will be:

☐ School Release Days: School Release Days are defined as:

The School Release Days alternate schedule will be:

☐ Summer Time/Schools Release Days with the other parent takes precedence over summer activities (such as sports), when the Parenting Time cannot be reasonably scheduled around such events.

☐ Vacation with Parents: Each parent shall have vacation with the child(ren) as follows:

☐ Additional changes to normal Parenting Time schedule will be:

- e. **Schedule for Holidays and Other Special Days:** The parenting schedule for the child(ren) for holidays and other special days is:

	With Plaintiff <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>	With Defendant <i>(Odd, Even, Every Year, or Regular Parenting Time)</i>
New Year's Day		
Martin Luther King Day		
President's Day		
Spring Break		
Easter		
Mother's Day		
Memorial Day		
Father's Day		
July 4th		
Labor Day		
Teacher's Conferences		
Halloween		
Veteran's Day		
Thanksgiving Day		
Winter Break		
Christmas Eve Day		
Christmas Day		
Plaintiff's Birthday		
Defendant's Birthday		
Child's Birthday		

For purposes of the Holidays and Other Special Days parenting schedule, a holiday includes:

- f. **Child(ren)'s Activities During Parenting Time:** In order to promote the development of well-rounded healthy children, Plaintiff and Defendant support the extracurricular activities of the children. Plaintiff and Defendant will work together to ensure that the child(ren)'s activities are not planned as to interfere with the relationship with either parent. Plaintiff and Defendant will inform each other of the child(ren)'s extracurricular activities by:

- g. **Timeliness:** If a parent is more than _____ minutes late to pick the child(ren) up for a visit, that visit will be canceled, or:

- h. If either parent misses their parenting time for any reason, Plaintiff and Defendant will deal with the missed time as follows:

- i. Plaintiff and Defendant agree that it would be upsetting for the child(ren) if a parent misses their parenting time and does not notify the other parent in advance. Except in extreme emergencies, Plaintiff and Defendant will notify the other parent that they will not be able to exercise their scheduled parenting time as follows:

- j. **Restrictions on Contact with the Child(ren):** Until further order of the Court, the child(ren)'s time with ☐Plaintiff/☐Defendant will be subject to the following conditions:

6. **LIMITATIONS ON RESIDENTIAL RESPONSIBILITY AND PARENTING TIME**

MODIFICATIONS: Modifications to residential responsibility and parenting time shall be governed by North Dakota Century Code Section 14-09-06.6 and Uniform Child Custody Jurisdiction and Enforcement Act.

7. **DECISION MAKING RESPONSIBILITY:**

- a. **Emergency Medical Decisions:** Each parent is authorized to make emergency health care decisions while the child(ren) are in that parent's care.
- b. **Day-to-day Decisions:** Each parent is authorized to make decisions regarding the day-to-day care and control of the child(ren) while the child(ren) reside with that parent, except as provided below.
- c. **Daycare/Afterschool provider:** *(choose all that apply)*
 - ☐ When Plaintiff and Defendant reside in the same community, they will use the same daycare/afterschool provider.
 - ☐ To the extent feasible, Plaintiff and Defendant will rely on each other to care for the child(ren) when the other parent is unavailable.
 - ☐ Each parent may decide to utilize the daycare/afterschool provider of their own choosing.
 - ☐ Daycare/afterschool provider will be designated by Plaintiff.
 - ☐ Daycare/afterschool provider will be designated by Defendant.
 - ☐ The children's daycare/afterschool provider is: _____
- d. **Education Decisions** will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- e. **Non-Emergency Health Care Decisions** will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly
- f. **Spiritual Development** decisions will be made by: *(choose one)*
 - ☐ Plaintiff
 - ☐ Defendant
 - ☐ Plaintiff and Defendant jointly

g. **Both parents must consent** before any minor child will be permitted to: *(choose all that apply)*

☐ Marry

☐ Obtain a driver's license

☐ Enlist in armed services

☐ Get a tattoo

☐ Have any body part pierced

☐ _____

8. **RECORDS:** Both parents may have access to the child(ren)'s medical, dental, and school records. Each parent must communicate with the other parent with regard to grade reports, extra-curricular activities, and any other notices from the daycare, the school and related entities concerning the child(ren). The child(ren)'s daycare and school(s) must be notified of the split households and advised to send copies of the child(ren)'s school documents, notices and related information to each parent. Both parents retain the right and shall notify and authorize the daycare, the school, and the child(ren)'s doctors and other professionals to communicate directly with and outside the presence of the other parent. Each parent shall be listed as the child(ren)'s parent and as an emergency contact with the daycare, the school, and all health professionals unless directed by court order to the contrary. Each parent shall immediately notify the other of any medical emergencies or serious illnesses of the child(ren). If the child is taking medications, the parents shall communicate regarding instructions, dosage, and related information.

The parent who has medical insurance coverage on the child(ren) shall supply to the other parent an insurance card and, as applicable, insurance forms and a list of insurer-approved or HMO-qualified health care providers in the area where the other parent is residing.

9. **COMMUNICATION BETWEEN PARENTS:** The parents shall communicate only in positive ways. The parents shall not make and shall not allow others to make derogatory remarks about the other parent in the child(ren)'s presence.

10. **CHILD(REN)'S CLOTHING/PERSONAL ITEMS:** *(choose any or all that apply)*

☐ Each parent shall supply the appropriate child(ren)'s clothing with them for their scheduled time with the other parent.

☐ Each parent shall supply appropriate clothing for the child(ren) to remain at that parent's home during parenting time.

☐ These clothes are to be considered the child(ren)'s clothes and shall be returned clean (when reasonably possible) with the minor child(ren) by the other parent.

☐ The child(ren) shall leave personal items at each parent's home and shall not remove those items from that home.

- ☐ The child(ren) shall take personal items between each parent's home, and it is the responsibility of each parent to ensure that the personal items remain with the child(ren).
- ☐ Both parents shall advise, as far in advance as possible, of any special activities so that the appropriate clothing belonging to the child(ren) may be sent.
- ☐ In the winter, or cold months of the year, the child(ren) are required to have adequate boots, gloves, hats, and jackets to be provided by both parents.
- ☐ In the winter, or cold months of the year, each parent shall ensure that the child(ren) have appropriate winter clothing to wear, regardless of parenting time.
- ☐ _____
- ☐ _____

11. NEITHER PARENT WILL PERMIT THE CHILD(REN) TO BE SUBJECTED TO:

_____.

Violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan.

12. TRANSPORTATION AND EXCHANGE ARRANGEMENTS: (choose any and all that apply)

- ☐ When Plaintiff and Defendant live in the same community, the responsibility of picking up and returning the child(ren) should be shared with pickup at _____ and drop off at _____.
 - ☐ Pick up at _____
 - ☐ Drop off at _____
 - ☐ Alternative Pick up/Drop off at _____
 - ☐ A parent may not enter the residence of the other parent, except by express invitation by that parent, regardless of whether a visiting parent retains a property interest in the residence.
 - ☐ The child(ren) shall be picked up and returned to the front entrance of the appropriate residence.
 - ☐ The parent dropping off the child(ren) should not leave the premises until the child(ren) are safely inside.
 - ☐ Parents should refrain from surprise visits to the other parent's home.
 - ☐ A parent's time with the child(ren) is his or her own, and the child(ren)'s time with that parent is equally private.
 - ☐ Any change in pick up or drop off location will be determined by: _____
- _____.

☐The person picking up or returning the child(ren) during times of parenting time has an obligation to be punctual, arriving at the agreed time and place, not substantially earlier or later.

☐Other: _____
_____.

13. **COMMUNICATION:** Communication between parents and child(ren) shall be liberally permitted at reasonable hours and at the expense of parent initiating contact. The child(ren) may, of course, communicate with either parent though at reasonable hours and frequencies and at the cost of the parent contacted, if there is a cost. During long vacations the parent with whom the child is on vacation should make the child(ren) available for contact _____ . At all other times, the parent with whom the child(ren) is staying shall not refuse to allow contact or take any action in order to deny the other parent contact. Each parent should facilitate the communication between the child(ren) and the other parent.

14. **EXCHANGING INFORMATION:** Both parents shall notify the other parent in writing of any change in residence, telephone numbers, names and addresses of employers, changes in health insurance coverage for the child(ren), and changes in health insurance available through employer which could cover the child(ren).

15. **CHANGES TO PARENTING PLAN:** The parenting plan imposes specific requirements and responsibilities; however, when family necessities, illnesses, or commitments reasonably so require, Plaintiff and Defendant will modify the parenting plan fairly. The parent requesting modification shall act in good faith and give as much notice as circumstances permit. If Plaintiff and Defendant cannot agree, Plaintiff and Defendant will look to the dispute resolution provisions in this document, or bring the matter to a parenting coordinator. Plaintiff and Defendant will review the parenting plan upon the following events: *(choose any and all that apply.)*

- ☐The oldest child reaches age _____.
- ☐If either parent intends to move more than _____ miles from his or her current residence.
- ☐In two years.
- ☐After recommendation of the parenting coordinator.
- ☐After recommendation of a professional (i.e. doctor, therapist, pastor).
- ☐After arrest or criminal activity by one or both parties.
- ☐Upon verified chemical abuse /relapse.
- ☐Upon an agency or Court finding of child abuse or neglect by one or both parties.
- ☐Upon a court finding of domestic violence by one or both parties.
- ☐Prolonged lack of contact with the child.

☐ Other: _____

☐ The parents may change this plan by agreement, but all changes must be in writing, signed, and dated by both parents.

16. **OUT OF STATE RELOCATION OF RESIDENCE OF THE CHILD(REN):** Out of state relocation of the residence of the child(ren) shall be governed by North Dakota Century Code Section 14-09-07.

17. **DISPUTE RESOLUTION:**

a. Disputes between the parties shall be submitted to: *(choose one)*

☐ Counseling

☐ Mediation

☐ Other _____

b. The cost of this process will be allocated between the parties as follows based on: *(choose one)*

☐ Each parent shall pay one-half.

☐ Each parent's proportional share of income from the child support worksheets.

☐ As determined in the dispute resolution process.

☐ _____

c. A parent will begin the dispute resolution process by notifying the other parent by:

☐ Written request

☐ Certified mail

d. In the dispute resolution process with regard to the parenting plan:

1. Preference will be given to carrying out this Parenting Plan.

2. Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

3. A written record will be prepared of any agreement reached in counseling or mediation and of each arbitration award and will be provided to each party.

4. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorneys' fees and financial sanctions to the other parent.

18. **COMPLIANCE:** After this parenting plan has been made a part of a court order or judgment, repeated, unjustified violations of these provisions may subject the offender to court sanctions, or, if continuous and serious, may result in modification of the parenting plan. One parent's failure to comply with a provision of the parenting plan does not affect the other parent's obligation to comply with the parenting plan. Violation of provisions of this plan with

actual knowledge of its terms is punishable by contempt of court and may be a criminal offense. Violation of this plan may subject a violator to arrest, fines, imprisonment or sanctions or other remedies available under the law.

19. **CHILD SUPPORT:**

- a. Pursuant to the North Dakota Child Support Guidelines and N.D.C.C. § 14-09-09.7, *(choose one)*

☐ A child support order already exists for the child(ren). The child support case number is _____. The existing child support payment amounts shall be incorporated into the judgment in this case.

☐ Plaintiff shall pay Defendant \$_____ per month as and for child support based on net monthly income of _____. Plaintiff's income was determined by *(explain)* _____
_____.
_____.

☐ Defendant shall pay Plaintiff \$_____ per month as and for child support based on net monthly income of _____. Defendant's income was determined by *(explain)* _____
_____.
_____.

☐ Plaintiff and Defendant have equal residential responsibility. Based on Plaintiff's net monthly income of \$_____ and child support obligation of \$_____, and Defendant's net monthly income of \$_____ and child support obligation of \$_____, child support amounts will be offset for payment purposes.

The lesser obligation of \$_____ owed by ☐ Plaintiff/ ☐ Defendant *(choose one)* will be subtracted from the greater obligation of \$_____ owed by ☐ Plaintiff/ ☐ Defendant *(choose one)*. ☐ Plaintiff/ ☐ Defendant *(choose one)* shall pay the difference of \$_____ per month.

If child support rights become assigned because the child(ren) receives public assistance, the offset is no longer allowed. Each parent will be responsible for paying the full amount the parent's obligation as long as the assignment is in effect.

- b. Deviation from child support calculator: *(choose one)*

☐ Does not apply. A child support order already exists for the child(ren)

☐The child support amount listed in Paragraph 19(a) does not deviate from the child support calculator.

☐The child support amount listed in Paragraph 19(a) deviates from the child support calculator. \$_____ is the presumptively correct child support amount. Pursuant to N.D.C.C. § 14-09-09.7, the presumption is rebutted because: *(explain)*

and is in the best interests of the child(ren) because *(explain)*

_____.

☐Additional sheets are attached. *(Choose if applicable)*

c. Child support shall commence *(choose one)*

☐As required by the existing child support order. The child support case number is _____.

☐Before the 10th day of each month starting with the month after the judgment is entered.

d. The support obligation of ☐Plaintiff/ ☐Defendant *(choose one)* for the minor children shall continue *(choose one)*

☐As required by the existing child support order. The child support case number is _____.

☐Until the last day of the month in which the child reaches age eighteen (18), unless the child is still in high school and still living at that time with the parent receiving support. If support is to continue or resume after the month in which the child reaches age eighteen (18), the parent receiving support shall file the Affidavit of Custodial Parent with the court. If the affidavit is filed, child support will continue or resume until the last day of the month in which the child graduates or reaches age nineteen (19), whichever comes first. Unless the step-down child support obligation is specified in Paragraph 19(e), a child support obligation for more than one child will not automatically be reduced when the support obligation expires for the oldest child.

e. Step-down child support obligation: *(choose one)*

☐Does not apply. A child support order already exists for the child(ren).

☐ Does not apply. This Settlement Agreement applies to one minor child of Plaintiff and Defendant.

☐ Plaintiff and Defendant reserve the step-down child support obligation issue.

☐ Plaintiff and Defendant have _____ minor children together, to which this Settlement Agreement applies. The step-down child support obligation is:

After child support terminates for one child, ☐ Plaintiff/ ☐ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a second child.

After child support terminates for two children, ☐ Plaintiff/ ☐ Defendant (*choose one*) shall pay \$_____ child support per month. The first payment is due on the day indicated in Section 19(c) on the first month after child support terminates for one child. Subsequent payments are due on each successive month on the day indicated in Section 19(c) **until** child support terminates for a third child.

☐ Additional sheets are attached. (*Choose if applicable*)

- f. Child support orders are subject to income withholding in accordance with N.D.C.C. § 14-09-09.24. The obligation will accrue interest if not paid timely in accordance with N.D.C.C. § 14-09-08.19.
- g. All child support payments shall be made through the North Dakota State Disbursement Unit (SDU), and mailed to: SDU, P.O. Box 7280, Bismarck, ND 58507-7280. A parent owing support may make payments by personal check until a check is returned for nonsufficient funds. After that, payments must be made by cash, money order, or certified check. Any child support payment made directly by the parent paying support to the parent receiving support, rather than through the SDU, will be treated as a gift unless Child Support agrees to give credit for the payment.
- h. Child support orders are subject to periodic review under N.D.C.C. § 14-09-08.4. Either party may request a review of an order by applying to the child support agency as provided in N.D.C.C. § 14-09-08.9.
- i. Each party subject to this order shall provide SDU with the following information within ten days of the order or within ten days of any change of information as provided in N.D.C.C. § 14-09-08.1:
 - Social Security number;
 - Home address, mailing address, and any change of address;

- Telephone number;
- Driver license number;
- Employer's name, address, and telephone number; and
- Change of any other condition that could affect paying or receiving support. Examples include getting or losing health insurance for the child(ren), being approved for disability payment, and becoming incarcerated.

20. **MEDICAL SUPPORT:**

- a. **Health Insurance:** In accordance with the provisions of N.D.C.C. § 14-09-08.10, the parent with physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at no or nominal cost, now or in the future.

In the event the parent with physical custody of the minor child does not have satisfactory health insurance at no or nominal cost, the parent without physical custody of the minor child(ren) shall provide satisfactory health insurance for the minor child(ren) whenever that coverage is available at reasonable cost or becomes available at reasonable cost, now or in the future. Reasonable cost is defined pursuant to N.D.C.C. § 14-09-08.15.

The parent providing health insurance for the child(ren) shall notify Child Support when the health insurance is obtained and shall include:

- Name of insurance company;
- Name of policyholder;
- Policy number; and
- Date insurance coverage started.

☐ Existing coverage (*choose if applicable*)

☐ Plaintiff/ ☐ Defendant (*choose one*) currently provides medical coverage of the minor child(ren) and shall continue to provide coverage as long as it is available at a reasonable cost.

- b. **Uninsured and Unreimbursed Medical Expenses:** Plaintiff and Defendant shall divide uninsured and unreimbursed medical expenses associated with the child(ren), including, but not limited to medical, dental, orthodontia, vision, counseling, co-pays, deductible and prescription drugs, in the following way:

Plaintiff shall pay _____% and the Defendant shall pay _____%.

Plaintiff and Defendant shall exchange written verification of their respective out-of-pocket medical costs for the child(ren) on a ☐monthly ☐quarterly ☐annual basis (*choose one*). Reimbursement shall be made to the other party within _____ days.

If one party has made payment for the child(ren)'s uninsured or unreimbursed medical expenses and the other party is reimbursed by the insurance company, the party receiving the reimbursement shall immediately pay the reimbursed amount to the party who paid the health care provider.

21. **CHILDCARE COSTS:** Plaintiff and Defendant shall divide childcare costs in the following way: _____

_____.

22. **CHILD TAX EXEMPTION:** Only one party may claim a deduction for each child on their income tax return. Each party shall execute any IRS or similar forms to allow the other party to take the exemption, deduction and credit in the appropriate years.

(*Choose one*)

☐For each minor child, the child tax exemption shall be claimed according to the following schedule:

(P = Plaintiff, D = Defendant)						
Child's Initials	Deduction claimed every year by:		Deduction claimed odd years by:		Deduction claimed even years by:	
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D
	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D	<input type="checkbox"/> P	<input type="checkbox"/> D

☐Additional sheets are attached. (*Choose if applicable*)

☐The parent who provided health insurance coverage for the minor child for _____% or more of the tax year shall claim the child tax exemption for that child.

☐Other: _____

_____.

23. **SPOUSAL SUPPORT:** (*choose one*)

☐ Defendant shall pay to Plaintiff the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Plaintiff shall pay to Defendant the amount of \$_____ per month as and for spousal support for a period of _____, commencing _____.

☐ Neither Plaintiff nor Defendant are awarded permanent or rehabilitative spousal support and the court shall be divested from any jurisdiction to make any awards of spousal support in the future.

24. **REAL PROPERTY:** (*choose one*)

☐ Plaintiff and Defendant do not own any real property.

OR

☐ The real property located at (*street address*) _____, and the legal description of the property is: (NOT the street address – obtain the legal description from the Warranty Deed, Mortgage, Title Insurance, or the County Recorder)

and shall be distributed as follows: (*choose one*)

☐ Plaintiff/ ☐ Defendant (*choose one*) shall be awarded sole title and interest and subject to a mortgage or loan against the property in the amount of \$_____.

OR

☐ (*Describe the distribution of the real property*) _____

☐ Additional sheets are attached. (*Choose if applicable*)

25. **VEHICLES:** (*choose one*)

☐ Plaintiff and Defendant do not own any vehicles.

OR

☐ The vehicles shall be awarded to Plaintiff and Defendant as follows, and the party receiving each vehicle shall pay for all loans and insurance associated with the vehicle:

Vehicle (include Year/Make/Model)	Awarded to: (P = Plaintiff, D = Defendant)
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

26. **PERSONAL PROPERTY:** Plaintiff's and Defendant's personal property, including household goods, furniture, and all furnishings have already been divided to the parties' satisfaction.

- a. Plaintiff shall have all right, title, interest, and equity, free and clear of any claim on the part of Defendant, in and to the personal property in Plaintiff's possession.
- b. Defendant shall have all right, title, interest, and equity, free and clear of any claim on the part of Plaintiff, in and to the personal property in Defendant's possession.

27. **RETIREMENT PLAN(S):** (choose one)

☐ Plaintiff and Defendant have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant. Plaintiff's and Defendant's past or present employers, union or other group have not paid money into a pension, profit-sharing plan, IRA or other retirement plan for Plaintiff or Defendant.

OR (choose all that apply)

☐ Plaintiff's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: _____

_____.

☐ (choose if applicable) Plaintiff's retirement plan is divided between Plaintiff and Defendant. The Plaintiff's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

☐ Defendant's pension, profit sharing plan, IRA or other retirement plan shall be awarded as follows: _____

_____.

☐ (choose if applicable) Defendant's retirement plan is divided between Plaintiff and Defendant. The Defendant's proposed qualified domestic relations order (QDRO) is on file herein. The court will not draft a QDRO document or an order including a QDRO.

☐ Additional sheets are attached. (Choose if applicable)

28. **OTHER ASSETS:** (choose one)

☐ There are no financial or other assets of this marriage.

OR

☐ The parties shall be awarded all rights, title, interest and equity in and to the following assets, financial or other asset, as follows:

Asset	Location	Account or Policy Number (last 4 digits)	Value	Awarded To: (P = Plaintiff, D = Defendant)
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D
			\$	<input type="checkbox"/> P <input type="checkbox"/> D

☐ Additional sheets are attached. (Choose if applicable)

29. **DEBTS:**

a. (choose one)

☐ There are no debts of this marriage.

OR

☐ Plaintiff's and Defendant's marital debts shall be divided as follows, and each party shall hold the other harmless from any responsibility for the debts each is ordered to pay:

Debt Owed To:	To Be Paid By: (P = Plaintiff, D = Defendant)
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D
	<input type="checkbox"/> P <input type="checkbox"/> D

☐ Additional sheets are attached. (*Choose if applicable*)

- b. Except as otherwise expressly provided, any and all unpaid debts incurred by the Plaintiff and Defendant during the course of their marriage shall be the responsibility of the person who incurred the debt.
- c. Plaintiff and Defendant shall not to contract any debt, charge or liability whatsoever for which the other or their property or estate shall or may become liable or answerable in the future.

30. **INCOME TAX RETURNS:** The parties shall share historical accounting and tax information, documents and records with the other as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

Each party shall execute any IRS or similar forms as may be necessary for each to prepare a complete and accurate income tax return for subsequent tax years.

In accordance with the Affordable Care Act (ACA), the party providing, or who has provided health insurance coverage for a child being claimed as a dependent, shall supply the other party proof of coverage (IRS Form 1095-A, IRS Form 1095-B, or IRS Form 1095-C) on or before January 31, or as soon thereafter as proof of coverage is received, of every applicable calendar year.

31. **REMARriage:** (*choose one*)

☐ There shall be no restrictions on remarriage.

OR

☐ Neither Plaintiff nor Defendant shall remarry for a period of _____ days from the date of Entry of Judgment.

32. **FORMER NAME:** *(choose one)*

☐ Neither Plaintiff nor Defendant wants to restore his or her name.

OR

☐ Plaintiff/ ☐ Defendant *(choose one)*, presently known as _____
and year of birth _____, shall be restored to his or her former name of
“ _____ ” in any Judgment issued herein and shall be
known thereafter as _____.

33. **EXECUTION OF REQUIRED DOCUMENTS:** The parties shall, within ten (10) days from the date of Entry of Judgment, or upon presentation, whichever occurs first, execute any document, transfer papers, titles or other documents required to effect the terms and provisions of the Judgment and Decree. In the event that a party fails to sign transfer papers, as required, the Judgment shall operate to transfer title to property, as awarded.

34. **WAIVER OF COUNSEL:** **The parties acknowledged that each has the right to be represented by a lawyer of his or her choice.** The parties expressly waived that right and freely and voluntarily entered into the settlement agreement which became a basis for the order for judgment and judgment.

35. In accordance with North Dakota Century Code Section 14-05-02.1:

Plaintiff's Social Security Number is XXX-XX-_____.

Defendant's Social Security Number is XXX-XX-_____.

WITNESS the hand and seal of this Court in the City of _____,
State of North Dakota, on _____, 20_____, Clerk of the District
Court, County of _____.

(Clerk of the District Court)

Civil No. _____

IN DISTRICT COURT

(Plaintiff)

PLAINTIFF,

Vs

(Defendant)

DEFENDANT.

Case No. _____

Stip DWC Form 10/May 2017

DIVORCE WITH AN AGREEMENT – WITH CHILDREN

INSTRUCTIONS FOR FORM 10: NOTICE OF ENTRY OF JUDGMENT

(The *Notice of Entry of Judgment* Form is part of the *Divorce with an Agreement – With Children* packet of forms. Review the instructions for the packet of forms before completing the Notice of Entry of Judgment.)

ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, you should consult a lawyer.

There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.

Do not include these instruction sheets when you serve or file the completed form.

THE PLAINTIFF COMPLETES AND SIGNS THIS FORM.

Within 14 days after Judgment is entered, the Plaintiff must serve a completed copy of the *Notice of Entry of Judgment* form on the Defendant. A copy of the signed and dated Judgment must be served with the Notice of Entry of Judgment.

Top of Form (Caption): Fill in the caption exactly as you filled in the caption on the *Summons* form.

To: Fill in the full, legal name of the Defendant.

Paragraph: Fill in the date the Clerk of Court signed the Judgment. Fill in the County and City of the North Dakota District Court where the Judgment was signed. Fill in the Docket Number of the judgment.

To find the Docket Number of the judgment:

- Go to the online District Court Case/Calendar Search at www.ndcourts.gov.
- Click on the “District Court Case/Calendar Search” link located in the right-hand column.
- Read the information, then click on the “Click here to Proceed” link.
- Select the county where your civil action was decided, or select State of North Dakota from the drop down menu.
- Click on the “Civil, Family & Probate Case Records” link.
- Select “Case” in the “Search By:” field.
- Enter your case number in the “Case Number” field.
- Click on the “Search” box.
- Click on the link for your case number.

- Scroll through the list of documents until you find the judgment. (The date on the judgment should match the date of the judgment in the list of documents.)
- The Docket Number will be shown as “Doc ID# ____”

Date and Signature: Complete the date and signature block.

- Fill in the date you sign this document.
- Sign the signature line.
- Fill in the address lines. If you have a physical address and a mailing address, type or write both addresses using the lines provided, and the space next to the address lines.
- Fill in the telephone number line.

Make two copies of the completed *Notice of Entry of Judgment* form. Keep one copy for your records. You will serve the other copy on the Defendant. The original is filed with the Clerk of Court.

Make two copies of the Judgment with the signature and date of the Clerk of Court. Keep one copy for your records. You will serve the other copy on the Defendant.

Serve the following on the Defendant:

- A copy of the completed *Notice of Entry of Judgment* form; and
- A copy of the Judgment signed and dated by the Clerk of Court.

File the following with the Clerk of Court:

- The original, completed *Notice of Entry of Judgment* form; and
- A completed, signed and notarized affidavit of service that shows the Defendant was served a copy of the completed *Notice of Entry of Judgment* form and a copy of the signed and dated Judgment.

See service by mail instructions and an affidavit of service by mail form below.

Do not include these instruction sheets when you serve or file the completed form.

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF _____

(Plaintiff)

Vs

(Defendant)

PLAINTIFF,

DEFENDANT.

AFFIDAVIT OF SERVICE BY MAIL

Case No. _____

STATE OF NORTH DAKOTA COUNTY OF _____

I, _____,
swear that I am at least 18 years of age, and on _____, 20____,
I served the Notice of Entry of Judgment and a copy of the Judgment, in the above entitled
case, on the following party by placing a true and correct copy of each in an envelope to the last
known address of:

and depositing the envelope, with sufficient postage, in the United States mail at the Post
Office located in _____, _____.

Dated: _____, 20____

(Signature of Person Who Mailed Envelope)

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Clerk or Notary Public _____ County, North Dakota

If notary, my commission expires: _____

DIVORCE WITH AN AGREEMENT – WITH CHILDREN
INSTRUCTIONS FOR AFFIDAVIT OF SERVICE BY MAIL FORM

(The *Affidavit of Service by Mail form* is part of the *Divorce with an Agreement – With Children* packet of forms. Review the instructions for the packet of forms before completing the Affidavit of Service by Mail.)

ND Legal Self Help Center Staff and Court employees cannot help you fill out forms. If you are unsure how to proceed, you should consult a lawyer.

There is no guarantee that all judges and courts will accept forms available through the ND Legal Self Help Center. Use at your own risk.

Do not include this instruction sheet when you serve or file the completed form.

THE PERSON WHO SERVES A COPY OF THE NOTICE OF ENTRY OF JUDGMENT AND A COPY OF THE SIGNED AND DATED JUDGMENT ON THE DEFENDANT COMPLETES THIS FORM.

Within 14 days after Judgment is entered, the Plaintiff must have a completed copy of the *Notice of Entry of Judgment* form and a copy of the signed and dated Judgment served on the Defendant.

The Plaintiff must file proof of service with the Clerk of Court. A completed, signed and notarized affidavit of service is your proof of service. Make a copy for your records.

Top of Form (Caption): Fill in the caption exactly as you filled in the caption on the *Summons* form.

County: Fill in the name of the County.

Person Serving Documents: Fill in the full, legal name of the person serving the documents.

Address Block: Fill in the full, legal name of the Defendant. Fill in the Defendant's mailing address. This is the address where the copies of the documents were mailed.

Post Office City/State: Fill in the city and state of the U.S. Post Office from which the copies of the documents were mailed.

Date, Signature and Notary Public Block: The person serving the documents DOES NOT complete the Date, Signature or Notary Public lines until they are in front of a North Dakota Clerk of District Court or a notary public. The clerk or notary public will witness the signature and fill out and sign the Notary Public lines.

You can find more information about service at www.ndcourts.gov/ndlshc by clicking on the "Service" link.